

1 SUE CAMPBELL  
 2 Attorney at Law, State Bar Number 98728  
 2 1155 North First Street, Suite 101  
 2 San Jose, California 95112  
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 4

4 Attorney for Plaintiffs  
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8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA

10 NORTHERN CALIFORNIA-NORTHERN ) CASE NO.: C08-00537 RMW  
 11 NEVADA SOUND AND COMMUNICATIONS )  
 11 EMPLOYEE BENEFIT TRUST FUNDS; )  
 12 DOUG LUNG AND BOB TRAGNI AS )  
 12 TRUSTEES OF THE NORTHERN )  
 13 CALIFORNIA-NORTHERN NEVADA )  
 13 SOUND AND COMMUNICATIONS )  
 14 DISTRICT NO. 9 HEALTH AND WELFARE )  
 14 TRUST FUND,

DECLARATION OF  
 SUE CAMPBELL IN  
 SUPPORT OF DEFAULT

15 Plaintiffs,

16 vs.

17 SPARTAN ENGINEERING, INC.,  
 17 a California Corporation,

DATE: July 25, 2008  
 TIME: 9:00 a.m.  
 PLACE: Courtroom 4, 5<sup>th</sup> Floor  
 JUDGE: Ronald M. Whyte

18 Defendant.

21 I, SUE CAMPBELL, do declare as follows:

22 1. I am the collection attorney for the Northern California-Northern Nevada Sound and  
 23 Communications Employee Benefit Trust Funds (hereinafter "Trust Funds"). Pursuant to the  
 24 terms of my agreement with the Trust Funds, I bill the trust funds \$195.00 per hour for my legal  
 25 services.

26 2. I have reviewed my billing slips for the Trust Funds and verify that attorney's fees  
 27 for the above referenced lawsuit through default judgment are \$6,454.50, including an  
 28 additional three hours for the filing of this request for default judgment.

1       3. The amount of fees requested pursuant to the default judgment against Defendant  
 2 SPARTAN ENGINEERING, INC., a California Corporation, are \$6,454.50 and are reasonable  
 3 fees. A copy of the bills to the Sound and Communication Trust Funds are attached hereto as  
 4 Exhibit "A".

5       4. Defendant SPARTAN ENGINEERING, INC., a California Corporation, submitted  
 6 the September 2007 through January 2008 monthly transmittals directly to my office (attached  
 7 hereto as Exhibit B). The employee benefits due for the months of September 2007 through  
 8 January 2008 is reflected on the transmittals as follows.

9           Month	10           Contributions Due	11           Liquidated Damages
12       August 2007 - Shortages	13       \$1,344.16 (paid 3/21/08)	14       \$134.41
15       September 2007	16       \$25,450.33 (paid 3/21/08)	17       \$2,545.03
18       September 2007 - Shortages	19       \$993.27 (paid 3/21/08)	20       \$99.32
21       October 2007	22       \$23,558.85 (paid 3/21/08)	23       \$2,355.89
24       November 2007	25       \$22,418.40 (paid 3/21/08)	26       \$2,241.84
27       December 2007	28       \$20,311.82 (unpaid balance of \$2,633.12 after credit for partial pymt on 5/14/08)	29       \$2,031.18
30       January 2008	31       \$18,488.45 Unpaid	32       \$1,848.85
33 <b>Total:</b>	34 <b>\$112,565.28</b>	35 <b>\$11,256.52</b>

20       The December and January 2008 fringe benefit contributions remain unpaid in the  
 21 amount of \$21,121.57.

22       The total amount requested on the judgment reflects the information provided in writing  
 23 by Defendant SPARTAN ENGINEERING.

24       5. Pursuant to the collective bargaining agreement, liquidated damages of 10% of the  
 25 amount owed are due for August 2007 through January 2008 delinquent fringe benefits. The  
 26 Trust documents require a payment of 10% liquidated damages. The Trust Funds have charged  
 27 liquidated damages at 10%. A copy of the pertinent sections of the Trust documents are  
 28 attached to the declaration of Sue Campbell. Liquidated damages have been assessed in the

1 amount of \$11,256.52. These are based on ten percent (10%) of the delinquent amount due.

2       6. In approximately January of 2002, the Trust Funds conducted a study to determine  
 3 the reasonableness of liquidated damages charged by the Trust Funds. The Trust Funds also  
 4 periodically review their collection procedures and costs to determine if the ten percent  
 5 liquidated damages being charged is reasonable. A true and correct copy of that study, as well  
 6 as a copy of the collection procedures, is attached to this declaration as Exhibit C. Both of  
 7 these documents are incorporated by reference as evidence of the reasonableness of the  
 8 liquidated damages requested. The final collection document was prepared and presented by  
 9 my office and is a true and correct copy of that study.

10       7. Interest at eight-percent (8%) has been calculated on each transmittal. Payments are  
 11 due on the 15th of each month following the month worked. Interest at 8% is set forth in the  
 12 trust document. Interest of \$3,310.80 is calculated as follows:

13           a. **August 2007 shortages** of \$1,344.16 due September 15, 2007 and unpaid to date.  
 14 Interest at 8% per year is calculated for 304 days from September 15, 2007 through July 15,  
 15 2008.

16           \$1,344.16 x 8% = \$107.53 ÷ 365 days = \$0.29 per day, and \$0.29 per day x 304 days  
 17 = \$88.16

18           b. **September 2007 contributions** of \$25,450.33 was due October 15, 2007, but not  
 19 paid until March 21, 2008.

20 Interest at 8% per year is calculated for 158 days from October 15, 2007, through March 21,  
 21 2008.

22           \$25,450.33 x 8% = \$2,036.03 per year; \$2,036.03 ÷ 365 days = \$5.58 per day; and \$5.58  
 23 per day x 158 days = \$881.64

24           c. **September 2007 shortages** of \$993.27 due October 15, 2007 and unpaid to date.  
 25 Interest at 8% per year is calculated for 274 days from October 15, 2007 through July 15, 2008.

26           \$993.27 x 8% = \$79.46 per year; \$79.46 per year ÷ 365 days = \$0.22 per day, and \$0.22  
 27 per day x 274 days = \$60.28.

28           d. **October 2007 contributions** of \$23,558.85 was due November 15, 2007, but not paid

1 until March 21, 2008.

2 Interest at 8% per year is calculated for 127 days from November 15, 2007, through March 21,  
3 2008.

4  $\$23,558.85 \times 8\% = \$1,884.71$  per year;  $\$1,884.71 \div 365$  days = \$5.16 per day; and \$5.16  
5 per day x 127 days = \$655.32

6 **e. November 2007** contributions of \$22,418.40 was due December 15, 2007, but not  
7 paid until March 21, 2008.

8 Interest at 8% per year is calculated for 97 days from December 15, 2007, through March 21,  
9 2008.

10  $\$22,418.40 \times 8\% = \$1,793.47$  per year;  $\$1,793.47 \div 365$  days = \$4.91 per day; and \$4.91  
11 per day x 97 days = \$476.27

12 **f. December 2007** contributions of \$20,311.82 was due January 15, 2008. A partial  
13 payment was received May 14, 2008, leaving an outstanding balance of \$2,633.12.

14 Interest at 8% per year is calculated for 120 days from January 15, 2008, through May 14, 2008.

15  $\$20,311.82 \times 8\% = \$1,624.95$  per year;  $\$1,624.95 \div 365$  days = \$4.45 per day; and \$4.45  
16 per day x 120 days = \$534.00

17 Interest at 8% per year calculated on \$2,633.12 for May 15, 2008 through July 15, 2008.

18  $\$2,633.12$  (remaining December balance)  $\times 8\% = \$210.65$  per year,  $\$210.65 \div 365$  days = \$0.58 per day, and \$0.58 per day x 61 days = \$35.38

20 **g. January 2008** contributions of \$18,488.45 was due February 15, 2008, and remain  
21 unpaid.

22 Interest at 8% per year is calculated for 151 days from February 15, 2008, through July 15,  
23 2008.

24  $\$18,488.45 \times 8\% = \$1,479.08$  per year;  $\$1,479.08 \div 365$  days = \$4.05 per day; and \$4.05  
25 per day x 151 days = \$611.55

26 The total amount of interest requested on the delinquent September 15, 2007 through  
27 July 15, 2008 contributions is \$3,342.60.

28 The total amount due in fringe benefits for the months of August 2007, September,

1 December and January 2008 is \$21,121.57.

2 The total amount due in liquidated damages for the months of August 2007 through  
3 January 2008 is \$11,256.52.

4 The total amount of attorney's fees requested is \$6,454.50

5 The total amount of costs requested is \$390.00.

6 I declare under penalty of perjury that the foregoing is true and correct of my own  
7 knowledge. Executed this 19<sup>th</sup> day of June 2008, at San Jose, California.

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9 /s/ Sue Campbell  
10 SUE CAMPBELL

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**Sue Campbell**  
Attorney at Law  
1155 N. First Street, Suite 101  
San Jose, CA 95112

*Invoice submitted to:*  
Sound and Communications Trust Funds  
c/o United Administrative Services  
P. O. Box 5057  
San Jose CA 95150-5057

May 12, 2008

Professional Services

	<u>Hours</u>	<u>Amount</u>
<u>SPARTAN ENGINEERING</u>		
5/7/2008 Telephone Conference/Spartan, Telephone Conference/Smith & Sons, Telephone Conference/Contractors License bond, Telephone Conference/Employee	1.00	
4/15/2008 Telephone Conference/Smith & Sons re Spartan, Telephone Conference/Spartan re status of payment	1.00	
4/2/2008 Telephone Conference/ Spartan, Telephone Conference/Sandy	0.35	
3/20/2008 Telephone Conference/Tara	0.25	
3/4/2008 Telephone Conference/Spartan re payment to trust	0.25	
4/17/2008 Review Correspondence/Spartan, Telephone Conference/Tara, Telephone Conference/Sandy	0.50	
5/1/2008 Review Clerk's Notice re CMC hearing and jurisdiction of magistrate	0.10	
5/8/2008 Review Clerk's Notice re cancellation of CMC hearing, Review Reassignment Order by court	0.15	
5/7/2008 Review file, Prepare Case Management Statement and Request for Reassignment, efile with court, email to judge, prepare chambers copy	1.25	
5/6/2008 Prepare lien information letters and lien declarations for 14 employees	2.10	
5/5/2008 Review file, prepare employee list, fax to Sandy requesting addresses	0.25	
5/1/2008 Review Clerk's Notice re court continuance of hearing	0.10	
4/30/2008 Review file, Correspondence/Spartan Engineering re past due payment on payment schedule	0.25	
<b>SUBTOTAL:</b>	<b>[</b> 7.55	<b>1,472.25]</b>
<b>For professional services rendered</b>	<b>7.55</b>	<b>\$1,472.25</b> 
<b>Previous balance</b>		<b>\$1,676.00</b>
4/17/2008 Payment - Thank You. Check No. 000644		(\$1,676.00)
<b>Total payments and adjustments</b>		<b>(\$1,676.00)</b>

**Sue Campbell**

Attorney at Law

1155 N. First Street, Suite 101  
San Jose, CA 95112*Invoice submitted to:*

Sound and Communications Trust Funds  
c/o United Administrative Services  
P. O. Box 5057  
San Jose CA 95150-5057

April 07, 2008

## Professional Services

	<u>Hours</u>	<u>Amount</u>
<u>SPARTAN ENGINEERING</u>		
3/18/2008 Telephone Conference/Sandy at UAS, fax Sept thru Dec transmittals	0.25	
3/11/2008 Telephone Conference/Tara re Edward Scott payment, Telephone Conference/Edward Scott Co.	0.40	
3/18/2008 Telephone Conference/Mark, Telephone Conference/Sandy, Telephone Conference/Spartan, Prepare Report	1.50	
3/10/2008 Telephone Conference/Tara at Spartan	0.25	
3/11/2008 Telephone Conference/Tara with Spartan Engineering re amounts, Telephone Conference/Edward Scott	0.75	
3/2/2008 Telephone Conference/Spartan re Smith & Sons payment	0.25	
3/5/2008 Telephone Conference/Edward Scott Co., Telephone Conference/Spartan	0.35	
3/19/2008 Prepare collection report re Spartan, fax to Lipton Review file, calculate answer due, efile original summons and proof of service with court	0.25	
2/26/2008 Telephone Conference/Tara at Spartan (2), Review file	0.50	
3/26/2008 Correspondence/Sandy at UAS with joint check and Sept. through Feb. transmittals, Correspondence/Edward Scott Company with signed documents, Correspondence/Spartan Engineering re procedure for processing payments	0.75	
3/25/2008 Review Correspondence/Spartan Engineering, Review Correspondence/Edward W. Scott Co., Review Release of Payment Bond, Unconditional Waiver, Release of Stop Notice, Conditional Waiver on Final Payment, and Letter Agreement, Review file	0.50	
3/21/2008 Review fax Edward Scott Co. re joint check	0.05	
3/20/2008 Review Correspondence/Edward Scott Company re joint check, conditional waivers, releases and payment bond, Fax signed documents to Edward Scott Company	0.25	
3/19/2008 Review Correspondence/Edward Scott Company re amount of conditional release, Review fax correspondence from Spartan Engineering re request for joint check from Edward Scott Co.	0.10	
3/11/2008 Review fax correspondence from Spartan Engineering re agreement and transmittals	0.05	
3/12/2008 Review file, Prepare Conditional Release on Final Payment re Blossom Hill project, Correspondence/Edward Scott Company	1.25	

Sound and Communications Trust Funds

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	Hours	Amount
1/24/2008 Review Correspondence/Spartan Engineering re documentation on Blossom Hill project	0.35	
2/27/2008 Review file, Correspondence/Spartan with letter agreement for payment schedule	0.35	
<b>SUBTOTAL:</b>	<b>[ 8.40</b>	<b>1,638.00]</b>
<b>For professional services rendered</b>	<b>8.40</b>	<b>\$1,638.00</b>

Additional Charges :

COSTS

2/21/2008 County Legal re Service of Process on Spartan Engineering	38.00
<b>SUBTOTAL:</b>	<b>[ 38.00]</b>
<b>Total costs</b>	<b>\$38.00</b>
<b>Total amount of this bill</b>	<b>\$1,676.00</b>
<b>Previous balance</b>	<b>\$2,896.75</b>
3/18/2008 Payment - Thank You. Check No. 2896.75	(\$2,896.75)
<b>Total payments and adjustments</b>	<b>(\$2,896.75)</b>
<b>Balance due</b>	<b>\$1,676.00</b>

**Sue Campbell**

Attorney at Law  
 1155 N. First Street, Suite 101  
 San Jose, CA 95112

*Invoice submitted to:*  
 Sound and Communications Trust Funds  
 c/o United Administrative Services  
 P. O. Box 5057  
 San Jose CA 95150-5057

February 25, 2008

Professional Services

		Hours	Amount
<u>ANDERSON AUDIO VISUAL</u>			
2/14/2008	Fax signed Mutual Release to Mark Lipton	0.05	
SUBTOTAL:		[ 0.05 ]	9.75]
<u>EAGLE ENVIRONMENTAL CONSTRUCTION</u>			
1/30/2008	Telephone Conference/Allison at UAS re wages of David Hill, Fax Correspondence/Allison re confirmation to pay wages	0.35	
1/29/2008	Telephone Conference/Jo-Ann re Sound, Telephone Conference/Employee of Eagle	0.50	
SUBTOTAL:		[ 0.85 ]	165.75]
<u>MISCELLANEOUS</u>			
1/29/2008	Telephone Conference/Dwight Hill, Telephone Conference/Masi, Review file	0.75	
SUBTOTAL:		[ 0.75 ]	146.25]
<u>SPARTAN ENGINEERING</u>			
2/4/2008	Telephone Conference/Edward S. Scott Co. re stop notice	0.25	
2/7/2008	Telephone Conference/Spartan, Telephone Conference/SJ Amoroso	0.50	
2/6/2008	Telephone Conference/Smith & Sons, Telephone Conference/Spartan Telephone Conference/Terra at Spartan Engineering re lien	0.50	
	Telephone Conference/Spartan, Telephone Conference/Smith & Sons	0.25	
1/24/2008	Telephone Conference/Carol at Smith & Sons, Telephone Conference/Union Review Correspondence/Spartan, Telephone Conference/Dave at Spartan, Telephone Conference/Lipton	0.35	
		1.00	
2/12/2008	Telephone Conference/Spartan, Telephone Conference/Edward Scott Co.	0.50	

Sound and Communications Trust Funds

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		<u>Hours</u>	<u>Amount</u>
1/15/2008	Review file, Telephone Conference/IBEW Local 332, Telephone Conference/UAS, Delinquent Correspondence/Spartan Engineering, Certified Correspondence/Bond Company re bond claim	1.00	
2/14/2008	Correspondence/Spartan Engineering, Correspondence/Edward S. Scott Electric, Correspondence/Bond Company putting claim in abeyance	0.75	
	Review Correspondence/Spartan Engineering, Correspondence/UAS with payment from Smith & Sons	0.30	
2/7/2008	Review Correspondence and documentation from Spartan Engineering re statement from Edward W. Scott Electric and transmittals	0.10	
2/6/2008	Review Correspondence/Developers Surety re bond claim	0.05	
2/5/2008	Review file, calendar hearing dates, email PDF copy of complaint to court, Prepare Service of Process instructions re complaint	0.35	
1/22/2008	Review file, research project for stop notice, Prepare Public Works Stop Notice, Correspondence/Superintendent requesting Notice of Completion	1.75	
1/16/2008	Prepare Summons and Complaint	3.50	
<b>SUBTOTAL:</b>		<b>[ 11.40 ]</b>	<b>2,223.00] </b>
<b>For professional services rendered</b>		<b>13.05</b>	<b>\$2,544.75</b>
Additional Charges :			
<b><u>COSTS</u></b>			
1/22/2008	Filing Fee - Spartan Engineering Request for Notice of Completion - Spartan Engineering/Blossom Hill Elementary project	350.00 	2.00 
<b>SUBTOTAL:</b>		<b>[ 352.00 ]</b>	
<b>Total costs</b>		<b>\$352.00</b>	
<b>Total amount of this bill</b>			
<b>Previous balance</b>		<b>\$341.25</b>	
1/31/2008	Payment - Thank You	(\$341.25)	
<b>Total payments and adjustments</b>		<b>(\$341.25)</b>	
<b>Balance due</b>		<b>\$2,896.75</b>	

**Sue Campbell**

Attorney at Law  
 1155 N. First Street, Suite 101  
 San Jose, CA 95112

*Invoice submitted to:*

Sound and Communications Trust Funds  
 c/o United Administrative Services  
 P. O. Box 5057  
 San Jose CA 95150-5057

January 17, 2008

## Professional Services

	<u>Hours</u>	<u>Amount</u>
<u>SPARTAN ENGINEERING</u>		
12/20/2007 Telephone Conference/Allison at UAS re status of delinquency	0.25	
SUBTOTAL:	[ 0.25	48.75 ] <del>48.75</del>
For professional services rendered	0.25	\$48.75
Previous balance		\$1,189.50
12/31/2007 Payment - Thank You. Check No. 000523		(\$897.00)
Total payments and adjustments		(\$897.00)
Balance due		\$341.25

**Sue Campbell**

Attorney at Law  
 1155 N. First Street, Suite 101  
 San Jose, CA 95112

*Invoice submitted to:*

Sound and Communications Trust Funds  
 c/o United Administrative Services  
 P. O. Box 5057  
 San Jose CA 95150-5057

November 26, 2007

## Professional Services

	<u>Hours</u>	<u>Amount</u>
<u>ANDERSON AUDIO VISUAL</u>		
10/11/2007 Correspondence/Melanie at UAS with October payment on payment schedule	0.25	
SUBTOTAL:	[ 0.25	48.75]
<u>EAGLE ENVIRONMENTAL CONSTRUCTION</u>		
10/12/2007 Prepare Abstract of Judgment	0.50	
9/28/2007 Attend Default Judgment Hearing, Review file	1.00	
10/24/2007 Telephone Conference/Auditor re Eagle, Telephone Conference/Lipton	0.25	
10/31/2007 Correspondence/James Capers at Miller & Kaplan re audit	0.25	
SUBTOTAL:	[ 2.00	390.00]
<u>MISCELLANEOUS</u>		
10/24/2007 Telephone Conference/Melanie re Anderson	0.25	
10/17/2007 Telephone Conference/Lipton re Crown Electric	0.25	
10/25/2007 Review files, Telephone Conference/Lipton, Prepare collection report	0.75	
Telephone Conference/Lipton re Anderson	0.10	
10/24/2007 Telephone Conference/Emma, District 9 Pension	0.25	
11/6/2007 Telephone Conference/Allison re Gentiek	0.25	
SUBTOTAL:	[ 1.85	360.75]
<u>SPARTAN ENGINEERING</u>		
11/2/2007 Telephone Conference/Smith & Sons	0.25	
10/11/2007 Correspondence/Melanie with payment from Smith & Sons	0.25	
SUBTOTAL:	[ 0.50	97.50]

**Sue Campbell**

Attorney at Law  
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 San Jose, CA 95112

*Invoice submitted to:*  
 Sound and Communications Trust Funds  
 c/o United Administrative Services  
 P. O. Box 5057  
 San Jose CA 95150-5057

**NOTE: This bill covers a two month period.**

October 04, 2007

Professional Services

		<u>Hours</u>	<u>Amount</u>
<b><u>ANDERSON AUDIO VISUAL</u></b>			
8/7/2007	Correspondence/Melanie at UAS with August payment	0.25	
9/19/2007	Correspondence/Melanie at UAS with sixth payment on judgment	0.25	
	<b>SUBTOTAL:</b>	[ 0.50 ]	97.50]
<b><u>EAGLE ENVIRONMENTAL CONSTRUCTION</u></b>			
8/15/2007	Prepare Notice and Application for Default Judgment, points and authorities, Declaration of Bob Tragni, Declaration of Melanie Houston, Declaration of Sue Campbell, and proposed Order	3.50	
8/23/2007	Review Correspondence/auditor, Correspondence/James L. Capers re audit	0.30	
9/28/2007	Court Appearance re default judgment hearing	0.75	
	<b>SUBTOTAL:</b>	[ 4.55 ]	887.25]
<b><u>MISCELLANEOUS</u></b>			
8/1/2007	Telephone Conference/Mark re Data Com	0.10	
	<b>SUBTOTAL:</b>	[ 0.10 ]	19.50]
<b><u>NETCOMM</u></b>			
8/21/2007	Correspondence/Old Republic bond company re withdrawal of claim	0.25	
	<b>SUBTOTAL:</b>	[ 0.25 ]	48.75]
<b><u>SPARTAN ENGINEERING</u></b>			
9/7/2007	Correspondence/Smith & Sons re Spartan Engineering	0.25	

Sound and Communications Trust Funds

Page 2

	<u>Hours</u>	<u>Amount</u>
SUBTOTAL:	[ 0.25	48.75] 
For professional services rendered	5.65	\$1,101.75
Previous balance		\$2,538.00
8/15/2007 Payment - Thank You		(\$2,538.00)
Total payments and adjustments		(\$2,538.00)
Balance due		\$1,101.75

**Sue Campbell**

Attorney at Law

1155 N. First Street, Suite 101  
San Jose, CA 95112*Invoice submitted to:*Sound and Communications Trust Funds  
c/o United Administrative Services  
P. O. Box 5057  
San Jose CA 95150-5057

August 06, 2007

## Professional Services

Hours AmountANDERSON AUDIO VISUAL7/2/2007 Correspondence/Melanie at UAS with payment on stipulation  
7/11/2007 Telephone Conference/Sandy

SUBTOTAL:

[ 0.50 97.50]

DIAMOND ELECTRIC6/11/2007 Telephone Conference/Diamond Security Solution re lawsuit settlement  
7/9/2007 Telephone Conference/Melanie re Diamond Communication payment  
6/15/2007 Telephone Conference/Diamond Communications  
6/13/2007 Telephone Conference/Dianne at Diamond, Review file, prepare settlement

SUBTOTAL:

[ 1.75 341.25]

DIAMOND SECURITY

7/11/2007 Telephone Conference/Melanie at UAS re payment on judgment

0.25

SUBTOTAL:

[ 0.25 48.75]

EAGLE ENVIRONMENTAL CONSTRUCTION7/2/2007 email attorney for Eagle, scan documents  
6/30/2007 Telephone Conference/Eagle's attorney re settlement  
7/8/2007 Telephone Conference/Smith re conditional release, Review file  
6/4/2007 Telephone Conference/Jeff Murphy re payment, fax conditional release info  
6/26/2007 Telephone Conference/Darya re Eagle payments  
6/18/2007 Correspondence/C. Overaa with new conditional release  
6/25/2007 Telephone Conference/Jeff Murphy, fax conditional release  
7/11/2007 Telephone Conference/Lipton, Telephone Conference/Auditor  
7/2/2007 Correspondence/Melanie at UAS with payment on the Hayward State Dormitory project

Sound and Communications Trust Funds

Page 2

		<u>Hours</u>	<u>Amount</u>
7/2/2007	Prepare Unconditional Waiver and Release, Correspondence/Kevin Smith and C. Overaa & Co.	1.00	
6/25/2007	Correspondence/Jeff Murphy at Bowen with original conditional release	0.35	
<b>SUBTOTAL:</b>		[ 4.35	848.25]

MISCELLANEOUS

6/20/2007	Telephone Conference/UAS, Telephone Conference/Lipton, Prepare report, Review file	1.25	
6/4/2007	email Lipton re status	0.25	
7/17/2007	Telephone Conference/Sandy	0.25	
<b>SUBTOTAL:</b>		[ 1.75	341.25]

NETCOMM

6/12/2007	Telephone Conference/Netcomm re payment of liquidated damages, Telephone Conference/UAS, Review Correspondence/UAS, Correspondence/UAS re payment	0.75	
6/5/2007	Review Correspondence/Old Republic re bond claim	0.05	
7/16/2007	Review Correspondence/Old Republic Surety	0.05	
<b>SUBTOTAL:</b>		[ 0.85	165.75]

SPARTAN ENGINEERING

7/13/2007	Telephone Conference/Spartan	0.25	
7/23/2007	Telephone Conference/Spartan Engineering, Telephone Conference/General Contractor, Smith Construction, Review lien release	1.00	
8/1/2007	Review Correspondence/re check from Smith & Sons, Correspondence/UAS with check	0.50	
<b>SUBTOTAL:</b>		[ 1.75	341.25]

**For professional services rendered** 11.20 \$2,184.00

Additional Charges :

EAGLE ENVIRONMENTAL CONSTRUCTION

2/7/2007	Additional attempts and stake out for service of process of complaint	354.00
<b>SUBTOTAL:</b>		[ 354.00]

**Total costs** \$354.00

**Total amount of this bill** \$2,538.00

**Previous balance** \$3,688.25

MONTHLY FRINGE BENEFIT TRANSMITTAL  
IBEW/NECA SOUND & COMMUNICATION TRUST

3002

EMPLOYER:

Spontan

IBEW LOCAL UNION NO. WHERE SHOP IS LOCATED

595

EMPLOYER'S FEDERAL REGISTRATION NO.

TOTAL NO. EMPLOYED THIS PERIOD

THIS TRANSMITTAL COVERS ALL PAYROLL  
WEEKS ENDING IN THE CALENDAR MONTH OF

8107

Supplemental

CLASSIFICATIONS TO BE USED IN COLUMN NO. 3

SOCIAL SECURITY NO.	2. NAME OF EMPLOYEE LAST	3. CLASS	4. APPR. %	5. WAGE RATE	6. TOTAL HOURS WORKED	7. GROSS EARNINGS	8. PENSION	9. H & W NON-BARGAINING PREMIUM
44-55-4555	Garcia, Juan	II			113	3019.30		

SEE REVERSE FOR INSTRUCTIONS

TOTALS → 113 3019.30

## BENEFITS

1. PENSION (TOTAL COL. 8)	\$3.70	TOTALS
2. PREMIUMS NON-BARG (TOTAL COL. 9)		418.10
3. WELFARE - TOTAL HRS (COL. 6) TIMES	\$6.15	694.95
4. JATC - TOTAL HOURS (COL. 6) TIMES	\$.80	90.40
5. LMCC - TOTAL HOURS (COL. 6) TIMES (Local & National Plus C.F.)	\$.31	35.03
6. NEBF - TOTAL GROSS EARN. TIMES	3.00%	90.58
7. AMF - TOTAL GROSS EARN. TIMES	.50%	15.10
8. NECA - TOTAL GROSS EARN. TIMES	.50%	—

GRAND TOTAL → 1344.16

▼ MAKE CHECK PAYABLE TO: ▼

PAYABLE TO: IBEW/NECA SOUND & COMMUNICATIONS

MAIL TO: P. O. BOX 23390  
FILE NUMBER: 4733  
OAKLAND, CA 94623-0390

If you have any questions please call  
Melanie at UAS (408) 288-4400 ext. 4452CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT IS A FULL ACCURATE  
STATEMENT OF HOURS WORKED AND WAGES EARNED OF ALL EMPLOYEES SUBJECT TO  
EMPLOYER CONTRIBUTIONS.X  
PREPARED BY SIGNATUREFOR USE WHEN LIQUIDATED  
DAMAGES ARE PAYABLE TO  
TRUST FUND FOR DELIN-  
QUENT TRANSMITTAL.  
\$ \_\_\_\_\_

ADMINISTRATOR

TRANSMITTALS POSTMARKED AFTER THE 15TH DAY OF THE  
MONTH ARE SUBJECT TO LIQUIDATED DAMAGES AS PER TRUST  
AGREEMENT.

CHECK NO. \_\_\_\_\_

DATE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

EXHIBIT "B"

MONTHLY FRINGE BENEFIT TRANSMITTAL  
IBEW/NECA SOUND & COMMUNICATION TRUST

3002

EMPLOYER:

Spontan

IBEW LOCAL UNION NO. WHERE SHOP IS LOCATED

595

EMPLOYER'S FEDERAL REGISTRATION NO.

TOTAL NO. EMPLOYED THIS PERIOD

THIS TRANSMITTAL COVERS ALL PAYROLL  
WEEKS ENDING IN THE CALENDAR MONTH OFSept 07  
Suppl.

CLASSIFICATIONS TO BE USED IN COLUMN NO. 3

SOCIAL SECURITY NO.	2. NAME OF EMPLOYEE LAST. FIRST	3. CLASS	4. APPR. %	5. WAGE RATE	6. TOTAL HOURS WORKED	7. GROSS EARNINGS	8. PENSION	9. H & W NON-BARGAINING PREMIUM
54-55-9505	Concilia Quan	11			83.5	2231.12		

SEE REVERSE FOR INSTRUCTIONS

TOTALS → 83.5 2231.12

## BENEFITS

## TOTALS

1. PENSION (TOTAL COL. 8)	\$3.70	300.05
2. PREMIUMS NON-BARG (TOTAL COL. 9)		
3. WELFARE - TOTAL HRS (COL. 6) TIMES	\$6.15	513.53
4. JATC - TOTAL HOURS (COL. 6) TIMES	\$.80	64.80
5. LMCC - TOTAL HOURS (COL. 6) TIMES (Local & National Plus C.F.)	\$.31	25.89
6. NEBF - TOTAL GROSS EARN. TIMES		
7. AMF - TOTAL GROSS EARN. TIMES	.00%	66.94
8. NECA - TOTAL GROSS EARN. TIMES	.50%	11.16

GRAND TOTAL → 993.27

▼ MAKE CHECK PAYABLE TO: ▼

PAYABLE TO: IBEW/NECA SOUND &amp; COMMUNICATIONS

MAIL TO: P. O. BOX 23390  
FILE NUMBER: 4733  
OAKLAND, CA 94623-0390If you have any questions please call  
Melanie at UAS (408) 288-4400 ext. 4452

CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT IS A FULL ACCURATE STATEMENT OF HOURS WORKED AND WAGES EARNED OF ALL EMPLOYEES SUBJECT TO EMPLOYER CONTRIBUTIONS.

X  
PREPARED BY SIGNATURE

DATE

FOR USE WHEN LIQUIDATED DAMAGES ARE PAYABLE TO TRUST FUND FOR DELINQUENT TRANSMITTAL  
\$

TRANSMITTALS POSTMARKED AFTER THE 15TH DAY OF THE MONTH ARE SUBJECT TO LIQUIDATED DAMAGES AS PER TRUST AGREEMENT

TITLE

ADMINISTRATOR

CHECK NO.

DATE

MAIL ON OR BEFORE THE 10TH DAY OF THE MONTH FOLLOWING THE MONTH BEING REPORTED

## MONTHLY FRINGE BENEFIT TRANSMITTAL

IBEW/NECA SOUND &amp; COMMUNICATION TRUST

3000 3

A36420 SCUV

IBEW LOCAL UNION NO. WHERE SHOP IS LOCATED

0332

SPARTAN ENGINEERING, INC.  
540 PARROT STREET  
SAN JOSE CA 95112-0000

EMPLOYER'S FEDERAL REGISTRATION NO. #4-2579440

408) 993-0560

TOTAL NO. EMPLOYED THIS PERIOD

THIS TRANSMITTAL COVERS ALL PAYROLL  
WEEKS ENDING IN THE CALENDAR MONTH SEPTEMBER 2007

CLASSIFICATION NUMBER IN COLUMN NO. 3

ENTERED

II INSTALLER

2C TECHNICIAN

3S SENIOR TECHNICIAN

4A APPR

E1 SALARIED (NON-BARGAINING)

E2 OTHER (SUPERVISORY)

SOCIAL SECURITY NO.	2. NAME OF EMPLOYEE		3. CLASS	4. APPR. %	5. WAGE RATE	6. TOTAL HOURS WORKED	7. GROSS EARNINGS	8. PENSION	9. H & W NON-BARGAINING PREMIUM
	LAST	FIRST							
54-55-5011	CORNAGGIA, STEVEN J		4A						
44-41-8729	DUMONT, RICKEY R		3S						
50-65-9992	PANTOJA, ADAM S		II						
72-33-4224	PIVACEK, MIKE W		II						
58-87-5386	RIOS, ROBERT A		II						
62-48-2082	ROSENGREEN, JAMES P		3S						
65-67-4468	VERONDA, TIM S		3S						
04-03-9289	VILLALOBOS, ROQUELIO		4A						

TOTALS →

## BENEFITS

1. PENSION (TOTAL COL. 8)	\$3.70	TOTALS 4543.61
2. PREMIUMS NON-BARG (TOTAL COL. 9)	\$6.15	7552.5
3. WELFARE - TOTAL HRS (COL. 6) TIMES		
4. JATC - TOTAL HOURS (COL. 6) TIMES	\$ .80	982.40
5. LMCC - TOTAL HOURS (COL. 6) TIMES (Local & National Plus C.F.)	\$ .31	380.99
6. NEBF - TOTAL GROSS EARN. TIMES		
7. AMF - TOTAL GROSS EARN. TIMES		
8. NECA - TOTAL GROSS EARN. TIMES		

GRAND TOTAL → 14932.95

SEE REVERSE FOR INSTRUCTIONS



MAKE CHECK PAYABLE TO:

PAYABLE TO: IBEW/NECA SOUND &amp; COMMUNICATIONS

MAIL TO: P. O. BOX 23390  
FILE NUMBER: 4733  
OAKLAND, CA 94623-0390If you have any questions please call  
Melanie at UAS (408) 288-4400 ext. 4452CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT IS A FULL ACCURATE  
STATEMENT OF HOURS WORKED AND WAGES EARNED OF ALL EMPLOYEES SUBJECT TO  
EMPLOYER CONTRIBUTIONS.

Marie Cuk

REPARER'S SIGNATURE

Bookkeeper

10/23/07

FOR USE WHEN LIQUIDATED  
DAMAGES ARE PAYABLE TO  
TRUST FUND FOR DELIN-  
QUENT TRANSMITTAL.

\$

TRANSMITTALS POSTMARKED AFTER THE 18TH DAY OF THE  
MONTH ARE SUBJECT TO LIQUIDATED DAMAGES AS PER TRUST  
AGREEMENT.

ADMINISTRATOR

CHECK NO.

JATC

SPARTAN ENGINEERING, INC.

\*\* LOG 32 SOUND &amp; COMMUNICATION (32) - MONTHLY

September 2007

Page 1

SOC-SEC #	NAME	REG HRS	TOT HRS	GROSS	HLTH WELF	PENS	JATC	LMCC	NEBF	NECA
54-55-5011	Cornaggia, Steven J	128.00	154.00	4468.92	947.12	569.80	123.20	47.76	134.04	22.35
50-65-9992	Pantoja, Adam S.	131.00	153.50	5026.91	944.05	567.95	122.80	47.61	150.83	25.16
72-33-4224	Pivacek, Mike W	136.00	136.50	3653.96	839.48	505.05	109.20	42.32	109.57	18.29
58-87-5386	Rios, Robert A.	146.00	177.00	5183.68	1088.60	654.90	141.60	54.92	155.48	25.93
62-48-2082	Rosengreen, James P.	113.50	120.50	4129.20	741.11	445.85	96.40	37.39	123.84	20.65
65-67-4468	Veronda, Timothy	193.50	323.00	15018.48	1986.62	1195.10	258.40	100.30	450.67	75.08
04-03-9289	Villalobos, Rogelio	144.00	163.50	4635.92	1005.53	604.95	130.80	50.69	139.04	23.18
<hr/>										
		992.00	1228.00	42117.07	7552.51	4543.60	982.40	380.99	1263.47	210.64

TOTAL HOURS	RATE PER HOUR	AMOUNT
-------------	---------------	--------

HEALTH & WELFARE	1228.00	7552.20
PENSION	1228.00	4543.60
JATC	1228.00	982.40
LMCC	1228.00	380.68
NEBF	0.00	1263.51
AMF	0.00	210.59
NECA	1228.00	0.00

TOTAL AMOUNT DUE: 14932.98

\* From employee list totals

MAIL ON OR BEFORE THE 10TH DAY OF THE MONTH FOLLOWING THE MONTH BEING REPORTED

MONTHLY FRINGE BENEFIT TRANSMITTAL  
IBEW/NECA SOUND & COMMUNICATION TRUST

3002 9

A36421 SCUV

IBEW LOCAL UNION NO. WHERE SHOP IS LOCATED

0595

EMPLOYER:

SPARTAN ENGINEERING, INC.  
540 PARROTT ST.  
SAN JOSE CA 95112-0000

EMPLOYER'S FEDERAL REGISTRATION NO. 94-2579440

408) 993-0560

ENTERED

TOTAL NO. EMPLOYED THIS PERIOD

THIS TRANSMITTAL COVERS ALL PAYROLL

SEPTEMBER 2007

CLASSIFICATIONS TO BE USED IN COLUMN NO. 3

II INSTALLER 2T TECHNICIAN 3S SENIOR TECHNICIAN 4A APPR

E1 SALARIED (NON-BARGAINING)

E2 OTHER (SUPERVISORY)

SOCIAL SECURITY NO.	2. NAME OF EMPLOYEE LAST FIRST	3. CLASS	4. APPR. %	5. WAGE RATE	6. TOTAL HOURS WORKED	7. GROSS EARNINGS	8. PENSION	9. H & W NON-BARGAINING PREMIUM
178-46-4823	CONOLLY, MARK W	1I						
148-41-1090	KASSON, PAUL	3S						
173-90-5854	LEFTER, PAUL	1I						
29-84-6465	SALEHI, ALLAN	2T						
4-55-9585 2-77-0350	Garcia, Juan Ramos, Greg	1I 1I						

SEE REVERSE FOR INSTRUCTIONS

TOTALS →

## BENEFITS

	TOTALS
1. PENSION (TOTAL COL. 8)	\$3.70 2599.25
2. PREMIUMS NON-BARG (TOTAL COL. 9)	\$6.15 4320.38
3. WELFARE - TOTAL HRS (COL. 6) TIMES	\$6.80 562.00
4. JATC - TOTAL HOURS (COL. 6) TIMES	\$6.31 217.78
5. LMCC - TOTAL HOURS (COL. 6) TIMES (Local & National Plus C.F.)	3.00% 105.23
6. NEBF - TOTAL GROSS EARN. TIMES	.50% 117.54
7. AMF - TOTAL GROSS EARN. TIMES	.50% 117.54
8. NECA - TOTAL GROSS EARN. TIMES	

GRAND TOTAL → 8522.18

▼ MAKE CHECK PAYABLE TO: ▼

PAYABLE TO: IBEW/NECA SOUND & COMMUNICATIONS

MAIL TO: P. O. BOX 23390  
FILE NUMBER: 4733  
OAKLAND, CA 94623-0390

If you have any questions please call  
Melanie at UAS (408) 288-4400 ext. 4452

CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT IS A FULL ACCURATE STATEMENT OF HOURS WORKED AND WAGES EARNED OF ALL EMPLOYEES SUBJECT TO EMPLOYER CONTRIBUTIONS.

Signature: *Mariah C.*

FOR USE WHEN LIQUIDATED DAMAGES ARE PAYABLE TO TRUST FUND FOR DELINQUENT TRANSMITTAL.

TRANSMITTALS POSTMARKED AFTER THE 15TH DAY OF THE MONTH ARE SUBJECT TO LIQUIDATED DAMAGES AS PER TRUST AGREEMENT.

CHECK NO. \_\_\_\_\_

DATE \_\_\_\_\_

TITLE \_\_\_\_\_ DATE *10/23/07*

ADMINISTRATOR

SPARTAN ENGINEERING, INC.

September 2007

\*\* 593 NEW/SOUND &amp; COMMUNICATION (59) - MONTHLY

Page 1

SOG SEC #	NAME	REG	TOT	HLTH			JATC	LMCC	NEBF	NECA
		HRS	HRS	GROSS	WELF	PENS				
278-46-4823	Connelly, Mark	126.00	126.00	3366.72	774.90	466.20	100.80	39.06	100.97	16.84
564-55-9585	Garcia, Juan C.	70.00	71.00	1910.48	436.66	262.70	56.80	22.02	57.30	9.54
548-41-1090	Kasson, Paul E.	140.00	165.00	6165.47	1014.78	610.50	132.00	51.18	184.90	30.83
573-90-5854	Lefter, Paul T	107.50	107.50	3256.04	661.13	397.75	86.00	33.33	97.67	16.28
562-77-0350	Ramos, Greg R.	15.00	15.00	400.80	92.25	55.50	12.00	4.65	12.02	2.01
129-84-6465	Salehi, Allan	151.50	218.00	8408.32	1340.80	806.60	174.40	67.68	252.31	42.16
		610.00	702.50	23507.83	4320.52	2599.25	562.00	217.92	705.17	117.66

TOTAL HOURS	RATE PER HOUR	AMOUNT
----------------	------------------	--------

Health & Welfare	702.50	4320.38
Pension	702.50	2599.25
Jatc	702.50	562.00
LMCC	702.50	217.78
NEBF	0.00	705.23
AMF	0.00	117.54

TOTAL AMOUNT DUE: 8522.18

\* From employee list totals

MAIL ON OR BEFORE THE 10TH DAY OF THE MONTH FOLLOWING THE MONTH BEING REPORTED

MONTHLY FRINGE BENEFIT TRANSMITTAL  
IBEW/NECA SOUND & COMMUNICATION TRUST

3003 10

A36422 SCUV

EMPLOYER:

SPARTAN ENGINEERING, INC.  
540 PARROTT ST.  
SAN JOSE CA 95112-0000

IBEW LOCAL UNION NO. WHERE SHOP IS LOCATED

0617

EMPLOYER'S FEDERAL REGISTRATION NO. 94-2579440

TOTAL NO. EMPLOYED THIS PERIOD

408) 993-0560

ENTERED

THIS TRANSMITTAL COVERS ALL PAYROLL  
WEEKS ENDING IN THE CALENDAR MONTH SEPTEMBER 2007

CLASSIFICATIONS TO BE USED IN COLUMN NO. 3

11 INSTALLER

2T TECHNICIAN

3S SENIOR TECHNICIAN

4A APPR

E1 SALARIED (NON-BARGAINING)

E2 OTHER (SUPERVISORY)

SOCIAL SECURITY NO.	2. NAME OF EMPLOYEE LAST	3. CLASS FIRST	4. APPR. %	5. WAGE RATE	6. TOTAL HOURS WORKED	7. GROSS EARNINGS	8. PENSION	9. H & W NON-BARGAINING PREMIUM
155-85-5560	BUZZARD, STEVE R	11		See	Attached			

SEE REVERSE FOR INSTRUCTIONS

TOTALS →

## BENEFITS

	TOTALS
1. PENSION (TOTAL COL. 8)	\$0.70 608.65
2. PREMIUMS NON-BARG (TOTAL COL. 9)	
3. WELFARE - TOTAL HRS (COL. 6) TIMES	\$6.15 1011.68
4. JATC - TOTAL HOURS (COL. 6) TIMES	\$6.80 131.60
5. LMCC - TOTAL HOURS (COL. 6) TIMES (Local & National Plus C.F.)	\$6.31 51.00
6. NEBF - TOTAL GROSS EARN. TIMES	3.00% 164.76
7. AMF - TOTAL GROSS EARN. TIMES	.50% 27.48
8. NECA - TOTAL GROSS EARN. TIMES	.50%

GRAND TOTAL →

1995.17

MADE CHECK PAYABLE TO:

PAYABLE TO: IBEW/NECA SOUND & COMMUNICATIONS

MAIL TO: P. O. BOX 23390  
FILE NUMBER: 4733  
OAKLAND, CA 94623-0390

If you have any questions please call  
Melanie at UAS (408) 288-4400 ext. 4452

CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT IS A FULL ACCURATE STATEMENT OF HOURS WORKED AND WAGES EARNED OF ALL EMPLOYEES SUBJECT TO EMPLOYER CONTRIBUTIONS.

Marie Col  
REPAIRER'S SIGNATURE

Bookkeeper 10/23/07

FOR USE WHEN LIQUIDATED  
DAMAGES ARE PAYABLE TO  
TRUST FUND FOR DELIN-  
QUENT TRANSMITTAL

\$

TRANSMITTALS POSTMARKED AFTER THE 15TH DAY OF THE  
MONTH ARE SUBJECT TO LIQUIDATED DAMAGES AS PER TRUST  
AGREEMENT.

ADMINISTRATOR

CHECK NO.

DATE

SPARTAN ENGINEERING, INC.

September 2007

\*\* 61 NEW/SOUND &amp; COMMUNICATION (61) - MONTHLY

Page 1

SOC SEC #	NAME	REG	TOT	HLTH			JATC	LMCC	NEBF	NECA
		HRS	HRS	GROSS	WELF	PENS				
555-85-5560	Buzzard, Steve R.	133.00	164.50	5490.82	1011.75	608.65	131.60	51.07	164.76	27.48
		133.00	164.50	5490.82	1011.75	608.65	131.60	51.07	164.76	27.48

TOTAL	RATE	
HOURS	PER HOUR	AMOUNT

Health & Welfare	164.50	1011.68
Pension	164.50	608.65
JATC	164.50	131.60
LMCC	164.50	51.00
NEBF	0.00	164.76
AMF	0.00	27.48

TOTAL AMOUNT DUE: 1995.17

\* From employee list totals

MONTHLY FRINGE BENEFIT TRANSMITTAL  
IBEW/NECA SOUND & COMMUNICATION TRUST

3000 3

A36857 SCUV

MPLOYER:

SPARTAN ENGINEERING, INC.  
540 PARROT STREET  
SAN JOSE CA 95112-0000

IBEW LOCAL UNION NO. WHERE SHOP IS LOCATED

0332

EMPLOYER'S FEDERAL REGISTRATION NO. 94-2579440

TOTAL NO. EMPLOYED THIS PERIOD

THIS TRANSMITTAL COVERS ALL PAYROLL  
WEEKS ENDING IN THE CALENDAR MONTH OF OCTOBER 2007

408) 993-0560

S **ENTERED**

CLASSIFICATIONS TO BE USED IN COLUMN NO. 3

1I INSTALLER

2T TECHNICIAN

3S SENIOR TECHNICIAN

4A APPR

E1 SALARIED (NON-BARGAINING)

E2 OTHER (SUPERVISORY)

OCIAL SECURITY NO.	2. NAME OF EMPLOYEE LAST	3. CLASS FIRST	4. APPR. %	5. WAGE RATE	6. TOTAL HOURS WORKED	7. GROSS EARNINGS	8. PENSION	9. H & W NON-BARGAINING PREMIUM
54-55-5011	CORNAGGIA, STEVEN J	4A						
66-41-8729	DUMONT, RICKEY R	3S						
50-65-9992	PANTOJA, ADAM S	1I						
72-33-4224	PIVACEK, MIKE W	1I						
58-87-5386	RIOS, ROBERT A	1I						
62-48-2082	ROSENGREEN, JAMES P	3S						
65-67-4468	VERONDA, TIM S	3S						
04-03-9289	VILLALOBOS, ROGELIO	4A						

TOTALS →

## BENEFITS

1. PENSION (TOTAL COL. 8) \$3.70 4288.30
2. PREMIUMS NON-BARG (TOTAL COL. 9) \$6.15 7127.85
3. WELFARE - TOTAL HRS (COL. 6) TIMES \$.80 927.20
4. JATC - TOTAL HOURS (COL. 6) TIMES \$.31 359.29
5. LMCC - TOTAL HOURS (COL. 6) TIMES 3.00% 1097.49
6. NEBF - TOTAL GROSS EARN. TIMES .50% 182.91
7. AMF - TOTAL GROSS EARN. TIMES .50% 13983.04
8. NECA - TOTAL GROSS EARN. TIMES .50%

GRAND TOTAL →

SEE REVERSE FOR INSTRUCTIONS



MAKE CHECK PAYABLE TO:

PAYABLE TO:

IBEW/NECA SOUND &  
COMMUNICATIONS

MAIL TO:

P. O. BOX 23390  
FILE NUMBER: 4733  
OAKLAND, CA 94623-0390If you have any questions please call  
Melanie at UAS (408) 288-4400 ext. 4452CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT IS A FULL ACCURATE  
STATEMENT OF HOURS WORKED AND WAGES EARNED OF ALL EMPLOYEES SUBJECT TO  
EMPLOYER CONTRIBUTIONS.REPRENT'S SIGNATURE  
Marcie Ank

Bookkeeper

11/13/07

FOR USE WHEN LIQUIDATED  
DAMAGES ARE PAYABLE TO  
TRUST FUND FOR DELIN-  
QUENT TRANSMITTAL  
\$TRANSMITTALS POSTMARKED AFTER THE 15TH DAY OF THE  
MONTH ARE SUBJECT TO LIQUIDATED DAMAGES AS PER TRUST  
AGREEMENT.

ADMINISTRATOR

CHECK NO.

DATE

## \*\* LC 32 SOUND &amp; COMMUNICATION (32) - MONTHLY

SOC SEC #	NAME	REG		TOT		HLTH				
		HRS	HRS	GROSS	WELF	PENS	JATC	LMCC	NEBF	NECA
554-55-5011	Cornaggia, Steven J	156.00	178.00	5050.08	1094.72	658.60	142.40	55.20	151.45	25.26
550-65-9992	Pantoja, Adam S.	142.00	149.50	4661.88	919.45	553.15	119.60	46.37	139.85	23.32
572-33-4224	Pivacek, Mike W	160.00	161.00	4315.28	990.15	595.70	128.80	49.91	129.41	21.59
558-87-5386	Rios, Robert A.	156.00	177.00	5010.00	1088.59	654.90	141.60	54.91	150.27	25.06
562-48-2082	Rosengreen, James P.	113.50	123.50	4312.35	759.58	456.95	98.80	38.34	129.35	21.56
565-67-4468	Veronda, Timothy	152.00	201.00	8544.01	1236.24	743.70	160.80	62.40	256.37	42.71
604-03-9289	Villalobos, Rogelio	156.00	169.00	4689.36	1039.36	625.30	135.20	52.40	140.64	23.45
1035.50 1159.00 36582.96 7128.09 4288.30 927.20 359.53 1097.34 182.95										

TOTAL HOURS	RATE PER HOUR	AMOUNT
----------------	------------------	--------

HEALTH & WELFARE	1159.00	7127.85
PENSION	1159.00	4288.30
JATC	1159.00	927.20
LMCC	1159.00	359.29
NEBF	0.00	1097.49
AMF	0.00	182.91
NECA	1159.00	0.00

TOTAL AMOUNT DUE: 13983.04

\* From employee list totals



## \*\* 59 NEW/SOUND &amp; COMMUNICATION (59) - MONTHLY

SOC SEC #	NAME	REG	TOT	HLTH			LMCC	NEBF	NECA	
		HRS	HRS	GROSS	WELF	PENS				JATC
278-46-4823	Conolly, Mark	114.00	114.00	3046.08	701.10	421.80	91.20	35.34	91.35	15.25
548-41-1090	Kasson, Paul E.	150.50	190.50	7301.44	1171.62	704.85	152.40	59.10	219.01	36.53
573-90-5854	Lefter, Paul T	130.00	130.00	3937.58	799.50	481.00	104.00	40.30	118.12	19.68
129-84-6465	Salehi, Allan	158.00	189.50	7001.36	1165.56	701.15	151.60	58.88	210.20	35.04
		552.50	624.00	21286.46	3837.78	2308.80	499.20	193.62	638.68	106.50

TOTAL	RATE	
HOURS	PER HOUR	AMOUNT

Health & Welfare	624.00	3837.60
Pension	624.00	2308.80
Jatc	624.00	499.20
LMCC	624.00	193.44
NEBF	0.00	638.59
AMF	0.00	106.43

TOTAL AMOUNT DUE: 7584.06

\* From employee list totals

MAIL ON OR BEFORE THE 10TH DAY OF THE MONTH FOLLOWING THE MONTH BEING REPORTED.

MONTHLY FRINGE BENEFIT TRANSMITTAL  
IBEW/NECA SOUND & COMMUNICATION TRUST

3003 1

A36859 SCUV

EMPLOYER:

SPARTAN ENGINEERING, INC.  
540 PARROTT ST.  
SAN JOSE CA 95112-0000

ENTERED

408)993-0560

IBEW LOCAL UNION NO. WHERE SHOP IS LOCATED

0617

EMPLOYER'S FEDERAL REGISTRATION NO.

94-2579440

TOTAL NO. EMPLOYED THIS PERIOD

THIS TRANSMITTAL COVERS ALL PAYROLL  
WEEKS ENDING IN THE CALENDAR MONTH OF OCTOBER 2007

CLASSIFICATIONS TO BE USED IN COLUMN NO. 3

11 INSTALLER

21 TECHNICIAN

31 SENIOR TECHNICIAN

4A APPR

E1 SALARIED (NON-BARGAINING)

E2 OTHER (SUPERVISORY)

SOCIAL SECURITY NO.	2. NAME OF EMPLOYEE		3. CLASS	4. APPR. %	5. WAGE RATE	6. TOTAL HOURS WORKED	7. GROSS EARNINGS	8. PENSION	9. H & W NON-BARGAINING PREMIUM
	LAST	FIRST							
55-85-5560	BUZZARD, STEVE R		11		See Attached				

SEE REVERSE FOR INSTRUCTIONS

TOTALS →

## BENEFITS

1. PENSION (TOTAL COL. 8)	\$3.70	606.80
2. PREMIUMS NON-BARG (TOTAL COL. 9)	\$6.15	1008.60
3. WELFARE - TOTAL HRS (COL. 6) TIMES		
4. JATC - TOTAL HOURS (COL. 6) TIMES	\$6.80	131.20
5. LMCC - TOTAL HOURS (COL. 6). TIMES (Local & National Plus C.F.)	\$6.31	50.84
6. NEBF - TOTAL GROSS EARN. TIMES	3.00%	166.57
7. AMF - TOTAL GROSS EARN. TIMES	.50%	27.74
8. NECA - TOTAL GROSS EARN. TIMES	.50%	

GRAND TOTAL → 1991.75

MADE CHECK PAYABLE TO:

PAYABLE TO: IBEW/NECA SOUND & COMMUNICATIONS

MAIL TO: P. O. BOX 23390  
FILE NUMBER: 4733  
OAKLAND, CA 94623-0390

If you have any questions please call  
Melanie at UAS (408) 288-4400 ext. 4452

CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT IS A FULL ACCURATE STATEMENT OF HOURS WORKED AND WAGES EARNED OF ALL EMPLOYEES SUBJECT TO PAYROLL CONTRIBUTIONS.

Sarah J. Wanda for Marcie Cook  
Bookkeeper 11/13/07FOR USE WHEN LIQUIDATED  
DAMAGES ARE PAYABLE TO  
TRUST FUND FOR DELIN-  
QUENT TRANSMITTALTRANSMITTALS POSTMARKED AFTER THE 15TH DAY OF THE  
MONTH ARE SUBJECT TO LIQUIDATED DAMAGES AS PER TRUST  
AGREEMENT.

CHECK NO.

DATE

ADMINISTRATOR

## \*\* 61 NEW/SOUND &amp; COMMUNICATION (61) - MONTHLY

SOC SEC #	NAME	REG HRS	TOT HRS	HLTH GROSS	WELF	PENS	JATC	LMCC	NEBF	NECA
555-85-5560	Buzzard, Steve R.	127.00	164.00	5551.66	1008.66	606.80	131.20	50.90	166.57	27.74
		127.00	164.00	5551.66	1008.66	606.80	131.20	50.90	166.57	27.74

TOTAL HOURS	RATE PER HOUR	AMOUNT
-------------	---------------	--------

Health & Welfare	164.00	1008.60
Pension	164.00	606.80
JATC	164.00	131.20
LMCC	164.00	50.84
NEBF	0.00	166.57
AMF	0.00	27.74

TOTAL AMOUNT DUE: 1991.75

\* From employee list totals

MONTHLY FRINGE BENEFIT TRANSMITTAL  
 IBEW/NECA SOUND & COMMUNICATION TRUST

3000-3

A37242 SCUV

EMPLOYER:

SPARTAN ENGINEERING, INC.  
 540 PARROT STREET  
 SAN JOSE CA 95112-0000

IBEW LOCAL UNION NO. WHERE SHOP IS LOCATED

0332

 ENTERED

408) 993-0560

EMPLOYER'S FEDERAL REGISTRATION NO. 94-2579440

TOTAL NO. EMPLOYED THIS PERIOD

THIS TRANSMITTAL COVERS ALL PAYROLL  
 WEEKS ENDING IN THE CALENDAR MONTH OF NOVEMBER 2007

CLASSIFICATIONS TO BE USED IN COLUMN NO. 3

II INSTALLER 2T TECHNICIAN 3S SENIOR TECHNICIAN 4A APPR

E1 SALARIED (NON-BARGAINING) E2 OTHER (SUPERVISORY)

SOCIAL SECURITY NO.	2. NAME OF EMPLOYEE		3. CLASS	4. APPR. %	5. WAGE RATE	6. TOTAL HOURS WORKED	7. GROSS EARNINGS	8. PENSION	9. H & W NON-BARGAINING PREMIUM
	LAST	FIRST							
54-55-5011	CORNAGGIA, STEVEN J		4A						
66-41-8729	DUMONT, RICKEY R		3S						
50-65-9992	PANTOJA, ADAM S		1I						
72-33-4224	PIVACEK, MIKE W		1I						
58-87-5386	RIOS, ROBERT A		1I						
62-48-2082	ROSENGREEN, JAMES P		3S						
65-67-4468	VERONDA, TIM S		3S						
04-03-9289	VILLALOBOS, ROGELIO		4A						

SEE REVERSE FOR INSTRUCTIONS



MAKE CHECK PAYABLE TO:

TOTALS →

BENEFITS

1. PENSION (TOTAL COL. 8) \$3.70 4273.51
2. PREMIUMS NON-BARG (TOTAL COL. 9) \$6.15 7103.25
3. WELFARE - TOTAL HRS (COL. 6) TIMES \$.80 924.00
4. JATC - TOTAL HOURS (COL. 6) TIMES \$.31 358.05
5. LMCC - TOTAL HOURS (COL. 6) TIMES (Local & National Plus C.F.) 3.00% 1076.62
6. NEBF - TOTAL GROSS EARN. TIMES .50% 179.44
7. AMF - TOTAL GROSS EARN. TIMES .50% 13914.87
8. NECA - TOTAL GROSS EARN. TIMES

GRAND TOTAL → 13914.87

PAYABLE TO: IBEW/NECA SOUND & COMMUNICATIONS

MAIL TO: P. O. BOX 23390  
 FILE NUMBER: 4733  
 OAKLAND, CA 94623-0390

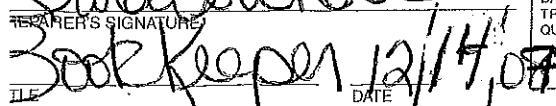
If you have any questions please call  
 Melanie at UAS (408) 288-4400 ext. 4452

VERIFY THAT THE INFORMATION CONTAINED IN THIS REPORT IS A FULL ACCURATE  
 STATEMENT OF HOURS WORKED AND WAGES EARNED OF ALL EMPLOYEES SUBJECT TO  
 PENSION CONTRIBUTIONS.

FOR USE WHEN LIQUIDATED  
 DAMAGES ARE PAYABLE TO  
 TRUST FUND FOR DELIN-  
 QUENT TRANSMITTAL

TRANSMITTALS POSTMARKED AFTER THE 15TH DAY OF THE  
 MONTH ARE SUBJECT TO LIQUIDATED DAMAGES AS PER TRUST  
 AGREEMENT.

REPORER'S SIGNATURE

  
 Bookkeeper 12/14/07

CHECK NO.

DATE

ADMINISTRATOR

SPARTAN ENGINEERING, INC.

November 2007

\*\* LOC. 32 SOUND &amp; COMMUNICATION (32) - MONTHLY

Page 1

SOC SEC #	NAME	REG HRS	TOT HRS	HLTH GROSS	WLF	PENS	JATC	LMCC	NEBF	NECA
54-55-5011	Cornaggia, Steven J	132.00	167.50	4963.24	1030.16	619.75	134.00	51.96	148.87	24.83
50-65-9992	Pantoja, Adam S.	141.00	152.50	4813.99	937.91	564.25	122.00	47.31	144.43	24.08
72-33-4224	Pivacek, Mike W	184.00	198.50	5497.64	1220.78	734.45	158.80	61.54	164.86	27.51
58-87-5386	Rios, Robert A.	168.50	205.00	5978.60	1260.81	758.50	164.00	63.61	179.33	29.88
62-48-2082	Rosengreen, James P.	70.00	70.00	2331.00	430.55	259.00	56.00	21.75	69.93	11.66
65-67-4468	Veronda, Timothy	140.00	169.00	6859.02	1039.42	625.30	135.20	52.46	205.80	34.25
04-03-9289	Villalobos, Rogelio	170.00	192.50	5444.20	1183.88	712.25	154.00	59.68	163.31	27.21

1005.50	1155.00	35887.69	7103.51	4273.50	924.00	358.31	1076.53	179.42
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TOTAL HOURS	RATE PER HOUR	AMOUNT
-------------	---------------	--------

HEALTH & WELFARE	1155.00	7103.25
PENSION	1155.00	4273.50
JATC	1155.00	924.00
LMCC	1155.00	358.05
NEBF	0.00	1076.63
AMF	0.00	179.44
NECA	1155.00	0.00

TOTAL AMOUNT DUE: 13914.87

\* From employee list totals

MAIL ON OR BEFORE THE 15TH DAY OF THE MONTH FOLLOWING THE MONTH BEING REPORTED

MONTHLY FRINGE BENEFIT TRANSMITTAL  
IBEW/NECA SOUND & COMMUNICATION TRUST

3003 1

A37244 SCUV

SPARTAN ENGINEERING, INC.  
540 PARROTT ST.  
SAN JOSE

ENTERED

408) 993-0560

IBEW LOCAL UNION NO. WHERE SHOP IS LOCATED

0617

EMPLOYER'S FEDERAL REGISTRATION NO.

94-2579440

TOTAL NO. EMPLOYED THIS PERIOD

THIS TRANSMITTAL COVERS ALL PAYROLL  
WEEKS ENDING IN THE CALENDAR MONTH OF NOVEMBER 2007

CLASSIFICATIONS TO BE USED IN COLUMN NO. 3

1A INSTALLER

2T TECHNICIAN

3S SENIOR TECHNICIAN

4A APPR

E1 SALARIED (NON-BARGAINING)

E2 OTHER (SUPERVISORY)

SOCIAL SECURITY NO.	2. NAME OF EMPLOYEE LAST	3. CLASS FIRST	4. APPR. %	5. WAGE RATE	6. TOTAL HOURS WORKED	7. GROSS EARNINGS	8. PENSION	9. H & W NON-BARGAINING PREMIUM
55-85-5560	BUZZARD, STEVE R	1A						

SEE REVERSE FOR INSTRUCTIONS

TOTALS →

## BENEFITS

	TOTALS
1. PENSION (TOTAL COL. 8)	\$3.70
2. PREMIUMS NON-BARG (TOTAL COL. 9)	\$6.15
3. WELFARE - TOTAL HRS (COL. 6) TIMES	\$6.60
4. JATC - TOTAL HOURS (COL. 6) TIMES	\$6.31
5. LMCC - TOTAL HOURS (COL. 6) TIMES (Local & National Plus C.F.)	\$6.31
6. NEBF - TOTAL GROSS EARN. TIMES	\$3.00%
7. AMF - TOTAL GROSS EARN. TIMES	1.50%
8. NECA - TOTAL GROSS EARN. TIMES	.50%

	TOTALS
1. PENSION (TOTAL COL. 8)	\$3.70
2. PREMIUMS NON-BARG (TOTAL COL. 9)	\$6.15
3. WELFARE - TOTAL HRS (COL. 6) TIMES	\$6.60
4. JATC - TOTAL HOURS (COL. 6) TIMES	\$6.31
5. LMCC - TOTAL HOURS (COL. 6) TIMES (Local & National Plus C.F.)	\$6.31
6. NEBF - TOTAL GROSS EARN. TIMES	\$3.00%
7. AMF - TOTAL GROSS EARN. TIMES	1.50%
8. NECA - TOTAL GROSS EARN. TIMES	.50%

GRAND TOTAL →

975.87

▼ MAKE CHECK PAYABLE TO:

PAYABLE TO: IBEW/NECA SOUND & COMMUNICATIONS

MAIL TO: P. O. BOX 23390  
FILE NUMBER: 4733  
OAKLAND, CA 94623-0390

If you have any questions please call  
Melanie at UAS (408) 288-4400 ext. 4452CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT IS A FULL ACCURATE  
STATEMENT OF HOURS WORKED AND WAGES EARNED OF ALL EMPLOYEES SUBJECT TO  
EMPLOYER CONTRIBUTIONSFOR USE WHEN LIQUIDATED  
DAMAGES ARE PAYABLE TO  
TRUST FUND FOR DELIN-  
QUENT TRANSMITTALTRANSMITTALS POSTMARKED AFTER THE 15TH DAY OF THE  
MONTH ARE SUBJECT TO LIQUIDATED DAMAGES AS PER TRUST  
AGREEMENT.

CHECK NO.

DATE

*Janet S. Sondra*  
REPARER'S SIGNATURE  
Bookkeeper 12/14/07

ADMINISTRATOR

SPARTAN ENGINEERING, INC.

November 2007

Page 1

\*\* 61) EW/SOUND &amp; COMMUNICATION (61) - MONTHLY

SOC SEC #	NAME	REG HRS	TOT HRS	HLTH GROSS	WELF	PENS	JATC	LMCC	NEBF	NECA
55-85-5560	Buzzard, Steve R.	77.50	81.00	2517.26	498.18	299.70	64.80	25.14	75.51	12.60
		77.50	81.00	2517.26	498.18	299.70	64.80	25.14	75.51	12.60

TOTAL HOURS	RATE PER HOUR	AMOUNT
-------------	---------------	--------

Health & Welfare	81.00	498.15
Pension	81.00	299.70
JATC	81.00	64.80
LMCC	81.00	25.11
NEBF	0.00	75.51
AMF	0.00	12.60

TOTAL AMOUNT DUE:	975.87
-------------------	--------

\* From employee list totals

MAIL ON OR BEFORE THE 15TH DAY OF THE MONTH FOLLOWING THE MONTH BEING REPORTED

## MONTHLY FRINGE BENEFIT TRANSMITTAL

IBEW/NECA SOUND &amp; COMMUNICATION TRUST

3002 9

A37243 SCUV

EMPLOYER:

SPARTAN ENGINEERING, INC.  
540 PARROTT ST.  
SAN JOSE CA 95101-0000

IBEW LOCAL UNION NO. WHERE SHOP IS LOCATED

0595

EMPLOYER'S FEDERAL REGISTRATION NO.

94-2579440

ENTERED

TOTAL NO. EMPLOYED THIS PERIOD

408) 993-0560

THIS TRANSMITTAL COVERS ALL PAYROLL  
WEEKS ENDING IN THE CALENDAR MONTH OF NOVEMBER 2007

CLASSIFICATIONS TO BE USED IN COLUMN NO. 3

11 INSTALLER

2T TECHNICIAN

3S SENIOR TECHNICIAN

4A APPR

E1 SALARIED (NON-BARGAINING)

E2 OTHER (SUPERVISORY)

SOCIAL SECURITY NO.	2. NAME OF EMPLOYEE LAST	3. CLASS FIRST	4. APPR. %	5. WAGE RATE	6. TOTAL HOURS WORKED	7. GROSS EARNINGS	8. PENSION	9. H & W NON-BARGAINING PREMIUM
78-46-4823	CONOLLY, MARK W	11						
48-41-1090	KASSON, PAUL	35						
73-90-5854	LEFTER, PAUL	11						
29-84-6465	SALEHI, ALLAN	2T						

SEE REVERSE FOR INSTRUCTIONS



MAKE CHECK PAYABLE TO:

TOTALS →

BENEFITS

1. PENSION (TOTAL COL. 8)	\$3.70	2297.70	TOTALS
2. PREMIUMS NON-BARG (TOTAL COL. 9)	\$6.15	3819.15	
3. WELFARE - TOTAL HRS (COL. 6) TIMES	\$6.80	496.80	
4. JATC - TOTAL HOURS (COL. 6) TIMES	\$6.31	192.50	
5. LMCC - TOTAL HOURS (COL. 6) TIMES (Local & National Plus C.F.)	\$6.09%	618.43	
6. NEBF - TOTAL GROSS EARN. TIMES	.50%	103.08	
7. AMF - TOTAL GROSS EARN. TIMES	.50%		
8. NECA - TOTAL GROSS EARN. TIMES	.50%		

GRAND TOTAL →

7527.66

PAYABLE TO: IBEW/NECA SOUND &amp; COMMUNICATIONS

MAIL TO: P. O. BOX 23390  
FILE NUMBER: 4733  
OAKLAND, CA 94623-0390If you have any questions please call  
Melanie at UAS (408) 288-4400 ext. 4452CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT IS A FULL ACCURATE  
STATEMENT OF HOURS WORKED AND WAGES EARNED OF ALL EMPLOYEES SUBJECT TO  
EMPLOYER CONTRIBUTIONSFOR USE WHEN LIQUIDATED  
DAMAGES ARE PAYABLE TO  
TRUST FUND FOR DELIN-  
QUENT TRANSMITTALTRANSMITTALS POSTMARKED AFTER THE 15TH DAY OF THE  
MONTH ARE SUBJECT TO LIQUIDATED DAMAGES AS PER TRUST  
AGREEMENT.

CHECK NO.

DATE

REPARER'S SIGNATURE  
Bookkeep 12/14/07  
DATE

ADMINISTRATOR

PARTAN ENGINEERING, INC.

November 2007

\*\* 595 N/SOUND &amp; COMMUNICATION (59) - MONTHLY

Page 1

SOC SEC #	NAME	REG HRS	TOT HRS	HLTH GROSS	WELF	PENS	JATC	LMCC	NEBF	NECA
78-46-4823	Conolly, Mark	95.00	95.00	2538.40	584.25	351.50	76.00	29.45	76.12	12.71
48-41-1090	Kasson, Paul E.	139.00	164.50	6165.46	1011.72	608.65	131.60	51.04	184.92	30.85
73-90-5854	Lefter, Paul T	164.00	164.00	4967.38	1008.60	606.80	131.20	50.84	149.03	24.81
29-84-6465	Salehi, Allan	175.50	197.50	6943.07	1214.74	730.75	158.00	61.34	208.45	34.75
		573.50	621.00	20614.31	3819.31	2297.70	496.80	192.67	618.52	103.12

TOTAL HOURS	RATE PER HOUR	AMOUNT
-------------	---------------	--------

Health & Welfare	621.00	3819.15
Pension	621.00	2297.70
Jatc	621.00	496.80
LMCC	621.00	192.51
NEBF	0.00	618.43
AMF	0.00	103.07

TOTAL AMOUNT DUE: 7527.66

\* From employee list totals



## \*\* LOC 2 SOUND &amp; COMMUNICATION (32) - MONTHLY

SOC SEC #	NAME	REG	TOT	HLTH		PENS	JATC	LMCC	NEBF	NECA
		HRS	HRS	GROSS	WELF					
54-55-5011	Cornaggia, Steven J	143.00	164.00	4846.73	1008.62	606.80	131.20	50.86	145.41	24.24
50-65-9992	Pantoja, Adam S.	140.00	144.50	4621.36	888.72	534.65	115.60	44.84	138.65	23.15
72-33-4224	Pivacek, Mike W	127.00	128.00	3564.15	787.20	473.60	102.40	39.68	106.88	17.84
58-87-5386	Rios, Robert A.	140.50	156.50	4771.57	962.49	579.05	125.20	48.53	143.12	23.87
62-48-2082	Rosengreen, James P.	97.00	115.00	4534.78	707.28	425.50	92.00	35.68	136.04	22.68
65-67-4468	Veronda, Timothy	144.00	156.00	6119.16	959.46	577.20	124.80	48.42	183.60	30.57
04-03-9289	Villalobos, Rogelio	143.00	148.00	4179.49	910.20	547.60	118.40	45.88	125.36	20.92
		934.50	1012.00	32637.24	6223.97	3744.40	809.60	313.89	979.06	163.27

TOTAL HOURS	RATE PER HOUR	AMOUNT
----------------	------------------	--------

HEALTH & WELFARE	1012.00	6223.80
PENSION	1012.00	3744.40
JATC	1012.00	809.60
LMCC	1012.00	313.72
NEBF	0.00	979.12
AMF	0.00	163.19
NECA	1012.00	0.00

TOTAL AMOUNT DUE: 12233.83

\* From employee list totals

MAIL ON OR BEFORE THE 10TH DAY OF THE MONTH FOLLOWING THE MONTH BEING REPORTED

## MONTHLY FRINGE BENEFIT TRANSMITTAL

IBEW/NECA SOUND &amp; COMMUNICATION TRUST

3002 9

A37683 SCWH

EMPLOYER:

SPARTAN ENGINEERING, INC.  
540 PARROTT ST.  
SAN JOSE CA 95112-0000

IBEW LOCAL UNION NO. WHERE SHOP IS LOCATED

0595

EMPLOYER'S FEDERAL REGISTRATION NO. 94-2579440

TOTAL NO. EMPLOYED THIS PERIOD

THIS TRANSMITTAL COVERS ALL PAYROLL  
WEEKS ENDING IN THE CALENDAR MONTH OF DECEMBER 2007

408) 993-0560

CLASSIFICATIONS TO BE USED IN COLUMN NO. 3

11 INSTALLER 2T TECHNICIAN 3S SENIOR TECHNICIAN 4A APPR

E1 SALARIED (NON-BARGAINING) E2 OTHER (SUPERVISORY)

SOCIAL SECURITY NO.	2. NAME OF EMPLOYEE		3. CLASS	4. APPR. %	5. WAGE RATE	6. TOTAL HOURS WORKED	7. GROSS EARNINGS	8. PENSION	9. H & W NON-BARGAINING PREMIUM
	LAST	FIRST							
33-64-5708	AVILA, GILBERT		11						
78-46-4823	CONDOLLY, MARK W		11						
64-55-9585	GARCIA, JUAN		4A						
48-41-1090	KASSON, PAUL		35						
73-90-5854	LEFTER, PAUL		11						
62-77-0350	RAMOS, GREG R		11						
29-84-6465	SALEHI, ALLAN		2T						

RECEIVED  
JAN 08 2007  
BY:

SEE REVERSE FOR INSTRUCTIONS

TOTALS →

## BENEFITS

TOTALS  
\$4.00 2186.70

1. PENSION (TOTAL COL. 8)	\$4.00	2186.70
2. PREMIUMS NON-BARG (TOTAL COL. 9)	\$6.55	3634.65
3. WELFARE - TOTAL HRS (COL. 6) TIMES		
4. JATC - TOTAL HOURS (COL. 6) TIMES	\$ .95	472.80
5. LMCC - TOTAL HOURS (COL. 6) TIMES (Local & National Plus C.F.)	\$ .31	183.2
6. NEBF - TOTAL GROSS EARN. TIMES	3.00%	613.61
7. AMF - TOTAL GROSS EARN. TIMES	.50%	102.5
8. NECA - TOTAL GROSS EARN. TIMES	.50%	

GRAND TOTAL →

7,193.2

PAYABLE TO: IBEW/NECA SOUND &amp; COMMUNICATIONS



MAKE CHECK PAYABLE TO:

MAIL TO: P. O. BOX 23390  
FILE NUMBER: 4733  
OAKLAND, CA 94623-0390If you have any questions please call  
Melanie at UAS (408) 288-4400 ext. 4452CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT IS A FULL ACCURATE  
STATEMENT OF HOURS WORKED AND WAGES EARNED OF ALL EMPLOYEES SUBJECT TO  
PENSION CONTRIBUTIONS.FOR USE WHEN LIQUIDATED  
DAMAGES ARE PAYABLE TO  
TRUST FUND FOR DELIN-  
QUENT TRANSMITTAL.

\$

TRANSMITTALS POSTMARKED AFTER THE 15TH DAY OF THE  
MONTH ARE SUBJECT TO LIQUIDATED DAMAGES AS PER TRUST  
AGREEMENT.

CHECK NO.

DATE

*Melanie*  
Bookkeeper 1/10/08

ADMINISTRATOR

PARTAN ENGINEERING, INC.

## \*\* 595 W/SOUND &amp; COMMUNICATION (59) - MONTHLY

SOC SEC #	NAME	REG	TOT	HLTH		PENS	JATC	LMCC	NEBF	NECA
		HRS	HRS	GROSS	WELF					
78-46-4823	Conolly, Mark	125.00	126.00	3518.21	774.90	466.20	100.80	39.06	105.50	17.61
48-41-1090	Kasson, Paul E.	141.50	166.50	6398.51	1024.02	616.05	133.20	51.66	191.94	32.03
73-90-5854	Lefter, Paul T	115.00	115.00	3596.98	707.25	425.50	92.00	35.65	107.90	17.98
29-84-6465	Salehi, Allan	151.50	183.50	6939.83	1128.62	678.95	146.80	56.98	208.19	34.75
		533.00	591.00	20453.53	3634.79	2186.70	472.80	183.35	613.53	102.37

TOTAL HOURS	RATE PER HOUR	AMOUNT
----------------	------------------	--------

Health & Welfare	591.00	3634.65
Pension	591.00	2186.70
Jatc	591.00	472.80
LMCC	591.00	183.21
NEBF	0.00	613.61
AMF	0.00	102.27

TOTAL AMOUNT DUE: 7193.24

\* From employee list totals

MAIL ON OR BEFORE THE 10TH DAY OF THE MONTH FOLLOWING THE MONTH BEING REPORTED

MONTHLY FRINGE BENEFIT TRANSMITTAL  
IBEW/NECA SOUND & COMMUNICATION TRUST

3003-1

A376B4 SCWH

EMPLOYER:

SPARTAN ENGINEERING, INC.  
540 PARROTT ST.  
SAN JOSE CA 95112-0000

IBEW LOCAL UNION NO. WHERE SHOP IS LOCATED

0617

EMPLOYER'S FEDERAL REGISTRATION NO.

94-2579440

TOTAL NO. EMPLOYED THIS PERIOD

408)993-0560

THIS TRANSMITTAL COVERS ALL PAYROLL  
WEEKS ENDING IN THE CALENDAR MONTH OF DECEMBER 2007

CLASSIFICATIONS TO BE USED IN COLUMN NO. 3

11 INSTALLER 2T TECHNICIAN 3S SENIOR TECHNICIAN 4A APPR

E1 SALARIED (NON-BARGAINING) E2 OTHER (SUPERVISORY)

SOCIAL SECURITY NO.	2. NAME OF EMPLOYEE LAST	3. CLASS FIRST	4. APPR. %	5. WAGE RATE	6. TOTAL HOURS WORKED	7. GROSS EARNINGS	8. PENSION	9. H & W NON-BARGAINING PREMIUM
155-85-5560	BUZZARD, STEVE R	11						

RECEIVED  
JAN 08 2007  
BY:

SEE REVERSE FOR INSTRUCTIONS



TOTALS →

BENEFITS

TOTALS
\$4.00 355.20
\$6.55 590.40
\$ .95 76.80
\$ .31 29.76
3.00% 102.86
.50% 17.10
GRAND TOTAL 1,172.16

▼ MAKE CHECK PAYABLE TO: ▼

PAYABLE TO:

IBEW/NECA SOUND &  
COMMUNICATIONS

MAIL TO:

P. O. BOX 23390  
FILE NUMBER: 4733  
OAKLAND, CA 94623-0390If you have any questions please call  
Melanie at UAS (408) 288-4400 ext. 4452IDENTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT IS A FULL ACCURATE  
STATEMENT OF HOURS WORKED AND WAGES EARNED OF ALL EMPLOYEES SUBJECT TO  
EMPLOYER CONTRIBUTIONS.

FOR USE WHEN LIQUIDATED  
DAMAGES ARE PAYABLE TO  
TRUST FUND FOR DELIN-  
QUENT TRANSMITTAL.  
\$

TRANSMITTALS POSTMARKED AFTER THE 16TH DAY OF THE  
MONTH ARE SUBJECT TO LIQUIDATED DAMAGES AS PER TRUST  
AGREEMENT.

CHECK NO.

DATE

PREPARED'S SIGNATURE

Sarah Wonda  
Bookkeeper 1/10/08

ADMINISTRATOR

SPARTAN ENGINEERING, INC.

Page 1

\*\* 61A W/SOUND &amp; COMMUNICATION (61) - MONTHLY

SOC SEC #	NAME	REG HRS	TOT HRS	GROSS	HLTH WELF	PENS	JATC	LMCC	NEBF	NECA
555-85-5560	Buzzard, Steve R.	79.50	96.00	3428.33	590.41	355.20	76.80	29.77	102.86	17.10
		79.50	96.00	3428.33	590.41	355.20	76.80	29.77	102.86	17.10

TOTAL HOURS	RATE PER HOUR	AMOUNT
-------------	---------------	--------

Health & Welfare	96.00	590.40
Pension	96.00	355.20
JATC	96.00	76.80
LMCC	96.00	29.76
NEBF	0.00	102.86
AMF	0.00	17.10

TOTAL AMOUNT DUE: 1172.12

\* From employee list totals

MAIL ON OR BEFORE THE 15TH DAY OF THE MONTH FOLLOWING THE MONTH BEING REPORTED

MONTHLY FRINGE BENEFIT TRANSMITTAL  
IBEW/NECA SOUND & COMMUNICATION TRUST

3000 3

A381111 SCWH

EMPLOYER:

SPARTAN ENGINEERING, INC.  
540 PARROT STREET  
SAN JOSE CA 95112-0000

IBEW LOCAL UNION NO. WHERE SHOP IS LOCATED

0332

EMPLOYER'S FEDERAL REGISTRATION NO.

24-2579440

TOTAL NO. EMPLOYED THIS PERIOD

408) 993-0560

THIS TRANSMITTAL COVERS ALL PAYROLL  
WEEKS ENDING IN THE CALENDAR MONTH OF JANUARY 2008

CLASSIFICATIONS TO BE USED IN COLUMN NO. 3

11 INSTALLER

2T TECHNICIAN

3S SENIOR TECHNICIAN

4A APPR

E1 SALARIED (NON-BARGAINING)

E2 OTHER (SUPERVISORY)

SOCIAL SECURITY NO.	2. NAME OF EMPLOYEE LAST	3. CLASS FIRST	4. APPR. %	5. WAGE RATE	6. TOTAL HOURS WORKED	7. GROSS EARNINGS	8. PENSION	9. H & W NON-BARGAINING PREMIUM
54-55-5011	CORNAGGIA, STEVEN J	4A						
50-65-9992	PANTOJA, ADAM S	11						
72-33-4224	PIVACEK, MIKE W	11						
58-87-5386	RIOS, ROBERT A	11						
62-48-2082	ROSENGREEN, JAMES P	3S						
65-67-4468	VERONDA, TIM S	3S						
04-03-9287	VILLALOBOS, ROGELIO	4A						

SEE REVERSE FOR INSTRUCTIONS



TOTALS →

BENEFITS

1. PENSION (TOTAL COL. 8)	\$4.00	TOTALS 341.25
2. PREMIUMS NON-BARG (TOTAL COL. 9)	\$6.55	5304.38
3. WELFARE - TOTAL HRS (COL. 6) TIMES	\$6.55	690.00
4. JATC - TOTAL HOURS (COL. 6) TIMES	\$6.55	267.38
5. LMCC - TOTAL HOURS (COL. 6) TIMES (Local & National Plus C.F.)	\$6.55	3.00% 921.36
6. NEBF - TOTAL GROSS EARN. TIMES	\$6.55	.50% 135.56
7. AMF - TOTAL GROSS EARN. TIMES	\$6.55	.50% 10,527.93
8. NECA - TOTAL GROSS EARN. TIMES	\$6.55	

GRAND TOTAL →

▼ MAKE CHECK PAYABLE TO:

PAYABLE TO: IBEW/NECA SOUND &amp; COMMUNICATIONS

MAIL TO: P. O. BOX 23390  
FILE NUMBER: 4733  
OAKLAND, CA 94623-0390If you have any questions please call  
Melanie at UAS (408) 288-4400 ext. 4452VERIFY THAT THE INFORMATION CONTAINED IN THIS REPORT IS A FULL ACCURATE  
STATEMENT OF HOURS WORKED AND WAGES EARNED OF ALL EMPLOYEES SUBJECT TO  
EMPLOYER CONTRIBUTIONSFOR USE WHEN LIQUIDATED  
DAMAGES ARE PAYABLE TO  
TRUST FUND FOR DELIN-  
QUENT TRANSMITTALTRANSMITTALS POSTMARKED AFTER THE 15TH DAY OF THE  
MONTH ARE SUBJECT TO LIQUIDATED DAMAGES AS PER TRUST  
AGREEMENT.CHECK NO. \_\_\_\_\_  
DATE \_\_\_\_\_

REPARER'S SIGNATURE

DATE

ADMINISTRATOR

## \*\* LOC 332 SOUND &amp; COMMUNICATION (32) - MONTHLY

SOC SEC #	NAME	REG	TOT	HLTH			JATC	LMCC	NEBF	NECA
		HRS	HRS	GROSS	WELF	PENS				
54-55-5011	Cornaggia, Steven J	134.50	154.50	4601.13	950.21	571.65	123.60	47.93	138.01	23.03
50-65-9992	Pantoja, Adam S.	125.00	125.00	3958.75	768.75	462.50	100.00	38.75	118.75	19.83
72-33-4224	Pivacek, Mike W	136.00	145.00	4181.53	891.75	536.50	116.00	44.95	125.41	20.93
58-87-5386	Rios, Robert A.	115.50	154.50	5153.50	950.21	571.65	123.60	47.93	154.63	25.77
62-48-2082	Rosengreen, James P.	23.50	24.00	912.99	147.62	88.80	19.20	7.46	27.39	4.57
65-67-4468	Veronda, Timothy	143.50	238.50	11316.65	1466.87	882.45	190.80	74.03	339.45	56.54
04-03-9289	Villalobos, Rogelio	21.00	21.00	587.37	129.15	77.70	16.80	6.51	17.62	2.94
		699.00	862.50	30711.92	5304.56	3191.25	690.00	267.56	921.26	153.61

TOTAL	RATE	
HOURS	PER HOUR	AMOUNT

HEALTH & WELFARE	862.50	5304.38
PENSION	862.50	3191.25
JATC	862.50	690.00
LMCC	862.50	267.38
NEBF	0.00	921.36
AMF	0.00	153.56
NECA	862.50	0.00

TOTAL AMOUNT DUE: 10527.93

\* From employee list totals

MAIL ON OR BEFORE THE 13TH DAY OF THE MONTH FOLLOWING THE MONTH BEING REPORTED

MON. HLY FRINGE BENEFIT TRANSMITTAL  
IBEW/NECA SOUND & COMMUNICATION TRUST

3002 9

A38112 SCWH

EMPLOYER: IBEW LOCAL UNION NO. WHERE SHOP IS LOCATED

0595

SPARTAN ENGINEERING, INC.  
540 PARROTT ST.  
SAN JOSE CA 95112-0000

EMPLOYER'S FEDERAL REGISTRATION NO.

94-2579440

408) 993-0560

TOTAL NO. EMPLOYED THIS PERIOD

THIS TRANSMITTAL COVERS ALL PAYROLL  
WEEKS ENDING IN THE CALENDAR MONTH OF JANUARY 2008

CLASSIFICATIONS TO BE USED IN COLUMN NO. 3

II INSTALLER

2T TECHNICIAN

3G SENIOR TECHNICIAN

4A APPR

## E1 SALARIED (NON-BARGAINING)

## E2 OTHER (SUPERVISORY)

SOCIAL SECURITY NO.	2. NAME OF EMPLOYEE		3. CLASS	4. APPR. %	5. WAGE RATE	6. TOTAL HOURS WORKED	7. GROSS EARNINGS	8. PENSION	9. H & W NON-BARGAINING PREMIUM
	LAST	FIRST							
20-64-5700	AVILA, GILBERT		11						
78-46-4823	CONOLLY, MARK W		11						
64-55-7585	GARCIA, JUAN		4A						
48-41-1090	KASSON, PAUL		3G						
73-90-6854	LEFTER, PAUL		11						
62-77-0350	RAMOS, GREG R		11						
29-84-6465	SALEHI, ALLAN		2T						

SEE REVERSE FOR INSTRUCTIONS

TOTALS →

## BENEFITS

1. PENSION (TOTAL COL. 8)	\$4.00	TOTALS 2282.90
2. PREMIUMS NON-BARG (TOTAL COL. 9)	\$6.55	3794.55
3. WELFARE - TOTAL HRS (COL. 6) TIMES	\$6.55	493.60
4. JATC - TOTAL HOURS (COL. 6) TIMES	\$6.95	191.27
5. LMCC - TOTAL HOURS (COL. 6) TIMES (Local & National Plus C.F.)	\$6.31	664.20
6. NEBF - TOTAL GROSS EARN. TIMES	3.00%	110.70
7. AMF - TOTAL GROSS EARN. TIMES	.50%	
8. NECA - TOTAL GROSS EARN. TIMES	.50%	

GRAND TOTAL →

7537.26



MAKE CHECK PAYABLE TO:

IBEW/NECA SOUND &  
COMMUNICATIONS

PAYABLE TO:

P. O. BOX 23390  
FILE NUMBER: 4733  
OAKLAND, CA 94623-0390If you have any questions please call  
Melanie at UAS (408) 288-4400 ext. 4452  
ERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT IS A FULL ACCURATE  
EMENT OF HOURS WORKED AND WAGES EARNED OF ALL EMPLOYEES SUBJECT TO  
PLOYER CONTRIBUTIONS.FOR USE WHEN LIQUIDATED  
DAMAGES ARE PAYABLE TO  
TRUST FUND FOR DELIN-  
QUENT TRANSMITTALTRANSMITTALS POSTMARKED AFTER THE 15TH DAY OF THE  
MONTH ARE SUBJECT TO LIQUIDATED DAMAGES AS PER TRUST  
AGREEMENT.

CHECK NO.

DATE

PREPARED'S SIGNATURE

TLE

Bookkeeper 2/10/08

ADMINISTRATOR

SOC SEC #	NAME	REG	TOT	HLTH			JATC	LMCC	NEBF	NECA
		HRS	HRS	GROSS	WELF	PENS				
78-46-4823	Conolly, Mark	88.00	96.00	2797.01	590.40	355.20	76.80	29.76	83.88	14.00
48-41-1090	Kasson, Paul E.	132.50	153.50	5893.50	944.06	567.95	122.80	47.62	176.77	29.52
73-90-5854	Lefter, Paul T	144.00	176.00	6055.52	1082.40	651.20	140.80	54.56	181.67	30.24
29-84-6465	Salehi, Allan	148.00	191.50	7393.87	1177.85	708.55	153.20	59.49	221.81	36.98
		512.50	617.00	22139.90	3794.71	2282.90	493.60	191.43	664.13	110.74

TOTAL HOURS	RATE PER HOUR	AMOUNT
----------------	------------------	--------

Health & Welfare	617.00	3794.55
Pension	617.00	2282.90
Jatc	617.00	493.60
LMCC	617.00	191.27
NEBF	0.00	664.20
AMF	0.00	110.70

TOTAL AMOUNT DUE:	7537.22
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\* From employee list totals



\*\* 617 /SOUND &amp; COMMUNICATION (61) - MONTHLY

SOC SEC #	NAME	REG HRS	TOT HRS	GROSS	HLTH WELF	PENS	JATC	LMCC	NEBF	NECA
55-85-5560	Buzzard, Steve R.	35.00	35.00	1133.80	215.26	129.50	28.00	10.86	34.02	5.68
		35.00	35.00	1133.80	215.26	129.50	28.00	10.86	34.02	5.68

TOTAL HOURS	RATE PER HOUR	AMOUNT
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Health & Welfare	35.00	215.25
Pension	35.00	129.50
JATC	35.00	28.00
LMCC	35.00	10.85
NEBF	0.00	34.02
AMF	0.00	5.68

TOTAL AMOUNT DUE:	423.30
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\* From employee list totals

AGREEMENT AND DECLARATION OF TRUST  
IBEW/NECA SOUND AND COMMUNICATIONS  
HEALTH AND WELFARE TRUST

EXHIBIT "C"

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AGREEMENT AND DECLARATION OF TRUST  
IBEW/NECA SOUND AND COMMUNICATIONS  
HEALTH AND WELFARE TRUST FUND

This Agreement and Declaration of Trust has been entered into this 14th day of December 1989, by and between IBEW Local Unions signatory to the Northern California and Northern Nevada Sound and Communications Agreement hereinafter referred to as the "Union" and various NECA Chapters signatory to the Northern California and Northern Nevada Sound and Communications Agreement hereinafter referred to as "Employers."

WITNESSETH:

WHEREAS, the parties desire to establish the IBEW/NECA Sound and Communications Health and Welfare Trust Fund for the purpose of providing certain health and welfare benefits as hereinafter described, and,

WHEREAS, it is the desire of the signatory parties that said Agreement and Declaration of Trust complies with ERISA, and otherwise, and,

WHEREAS, the Union and the Employer have heretofore entered into a collective bargaining agreement, which is now in effect, and from time to time hereafter, will execute further and additional collective bargaining agreements, and/or amendments thereto, which in addition to other provisions, maintains the existing Health and Welfare Plan for the Employees

in accordance with this Agreement and Declaration of Trust.

Section 14. "Union" shall mean those IBEW Local Unions signed to the Northern California and Northern Nevada Sound and Communications Agreement.

## ARTICLE II

### CREATION AND PURPOSE OF TRUST FUND

Section 1. There is hereby established the IBEW/NECA Sound and Communications Health and Welfare Trust Fund to be used for the purpose set forth in this Agreement and Declaration of Trust.

Section 2. This Trust shall consist of the entire and total Trust estate and corpus, which is created, held and established pursuant to the terms of this Trust Agreement, as it may from time to time be constituted, including but not limited to policies of insurance, investments, any income from any and all investments, Employer contributions, and any and all assets, property or money received by or held by the Trustees for the uses and purposes of this Trust.

Section 3. This Trust Fund shall have its principal office as may be designated by the Board of Trustees.

Section 4. This Trust is established for the purpose of providing, from either principal or income, or both, any or all of the following benefits, either through the purchase of insurance policies or on a self-funded basis; life insurance, health insurance, accident insurance, hospital benefits, surgical

benefits, medical benefits, dental benefits, visual benefits, or any other similar benefits the Trustees shall determine, for eligible employees and/or their dependents, and on such terms and conditions that the Trustees shall prescribe. The Trustees shall have the sole authority to determine which of the afore described benefits shall be made available. This Trust is also established for the purpose of paying the necessary costs of administering and continuing this Trust and for the accumulation of necessary reserves.

Section 5. The Board of Trustees shall have the continuing supervision, control and direction of the Trust for the uses, purposes and duties set forth in this Trust Agreement and it is vested with all right, title and interest to it. The Trust shall be administered by the Board of Trustees for the exclusive benefit of Participants pursuant to the provisions of this Trust. Notwithstanding anything to the contrary contained in this Trust Agreement or in the health and welfare plan, any modification, amendment, extension or renewal hereof or of the health and welfare plan, no portion of the Trust shall at any time revert to, or be recoverable by the Employer, the Employer Association, or the Union, or be used for or diverted to, purposes other than for the exclusive benefit of Participants, and the payment of the administrative expenses of the Trust and the Health and Welfare Plan, or refund of erroneous payments.

Section 6. Neither the Employer, the Union, any Participant, nor any other person shall have any right, title or

interest in or to the Trust other than as specifically provided in this Trust Agreement or in the Health and Welfare Plan.

Neither the Trust nor any contributions to the Trust shall be in any manner liable for or subject to the debts, contracts or liabilities of any Employer, the Union or any Participant.

Section 7. No Participant shall be entitled to receive any part of the contributions made or required to be made to the Trust except in accordance with the terms and conditions of the Health and Welfare Plan.

Section 8. Each Participant is hereby restrained from selling, transferring, anticipating, assigning, hypothecating or otherwise disposing of any money or any other right or interest in the Health and Welfare Plan, and the Board of Trustees shall not recognize, nor be required to recognize any such sale, transfer, anticipation, assignment, hypothecation or other disposition. Any benefits or right or interest in the Health and Welfare Plan shall not be subject in any manner to voluntary transfer or transfer by operation of law or otherwise, and shall be exempt from the claims of creditors or other claimants and from all orders, decrees, garnishments, executions or other legal or equitable process or proceedings to the fullest extent permissible by law.

Section 9. No Employer shall be liable to make contributions to the Trust or be under any other liability to the Trust or with respect to the Health and Welfare Plan, except to the extent that he or it may be an Employer required to make

contributions to the Trust with respect to his or its own individual or joint venture operations, and in no event shall he or it be liable or responsible for any portion of the contributions due from other Employers with respect to the operations of such Employers to the extent permitted by ERISA. The Employer shall not be required to make any further payments for contributions to the cost of operations of the Trust or of the Health and Welfare Plan except as may be provided in the collective bargaining agreement or as is required pursuant to ERISA.

Section 10. Neither the Employer, the Union, nor any participant shall be liable or responsible for any debts, liabilities or obligations of the Trust or the Trustees to the extent permitted by ERISA.

Section 11. Any money judgment against the Trust Fund shall be enforceable only against the Trust Fund entity and shall not be enforceable against any Trustee or other person, unless liability against the Trustee or other person, in his individual capacity, is established in accordance with Section 409(a) of the Employee Retirement Income Security Act of 1974.

### ARTICLE III

#### CONTRIBUTIONS TO THE TRUST

Section 1. Contributions shall be paid into the Trust in such manner and at such time and place, and on monthly transmittal reports as the Board of Trustees may prescribe.

Section 2. Contributions to the Trust shall be payable monthly. Said contributions shall be forwarded to a central depository to be designated by the Board of Trustees. Said payments are to continue from month to month subject to the provisions of the collective bargaining agreement.

Section 3. The amount of the contribution shall be such amount as is set forth in the current collective bargaining agreement between the Employer and the Union or the applicable Subscription Agreement. If the amount of the contribution is changed by the collective bargaining agreement, or subscription agreement, the employer shall contribute the changed amount as required by the collective bargaining agreement or a subscription agreement.

Section 4. Each monthly contribution to the Trust shall be made promptly and shall include all Participants covered by this Agreement who shall have worked during the Employer's payroll month and shall be paid on or before the 10th day of the calendar month following the payroll month in which the participant worked. The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Trust is essential to the maintenance of the Trust and is required by ERISA. As it would be extremely difficult if not impossible to fix the actual expense and damage to the Trust which would result from the failure of the Employer to pay his contributions in full within the time above provided, the amount of damage to the Trust resulting from any such failure shall be

presumed to be ten percent (10%) of the amount due the Trust Fund or \$25.00, whichever is greater, and annual interest of eight percent (8%) from the due date until they are paid.

The Trustees may waive payment of all or a part of such liquidated damages in a particular case upon good cause to the Trustees being established.

Section 5. Upon the failure or refusal of any Employer to make the required contributions, the Trustees shall have authority to pay or provide for the payment from the Trust the amount of the health and welfare benefits to the eligible Participants of such delinquent Employer, but the Trustees shall not be obligated either to said Participant or said Employer to make or provide such payments and they shall incur no liability whatsoever, either individually or collectively, for their failure or refusal to do so. In the event such payments are made by the Trustees from the Trust on behalf of a delinquent Employer, the Trust shall be reimbursed by said Employer for such payments and the Trustees shall have the authority to enforce such right of reimbursement.

In the event an Employer is delinquent in paying benefits due hereunder or defaults in his obligation hereunder, and a Participant under this Trust is financially damaged by lost benefits, then the Employer shall be liable not only to pay contributions due and liquidated damages, but shall be liable to the Participant for all financial loss suffered by the Participant due to the Employer's failure to make timely

contributions hereunder.

Section 6. Nothing contained herein shall be deemed to authorize or prevent action by the Union against any Employer who is delinquent in his contributions to the Trust. All rights of the Union to refuse to furnish men to any delinquent Employer, or to withdraw Participants from the job of any delinquent Employer, or to strike or take other economic action against a delinquent Employer, shall be determined by the provisions of the collective bargaining agreement and by applicable rules of law, and shall not be deemed affected in any way by this Agreement.

The Trustees shall not be obligated, however, to pursue the collection of delinquent accounts through grievance-arbitration procedures (if any) provided for in the underlying collective bargaining agreement.

Section 7. The Trustees shall have the right themselves, or through any authorized representative, to audit the books and records of any employer as they may deem necessary in their discretion to determine if all liabilities of such Employer to the Trustees have been paid, and to determine that the correct contributions have been received for all persons for whom such Employer is required to make contributions. The Employer shall make such books and records available at all reasonable times and places, so that such audits may be conducted.

In the event an Employer's books are audited as

above set forth, the Trustees shall have the right to charge said Employer the reasonable costs of said audit, if the audit reveals a delinquency.

Should an Employer refuse or after a reasonable time fail to comply with the request for an audit, the Trustees, in their sole discretion, may initiate any appropriate legal proceedings to obtain a court order compelling such defaulting Employer to submit to such audit. In such event any and all court costs and fees, including reasonable attorney's fees, incurred by the Trust shall be paid by such defaulting Employer.

Section 8. To the extent permitted by law, the Trustees, collectively or individually, shall have no liability with respect to the nonpayment of contributions by any employer contributor or other contributor. The Trustees shall have the power to demand, collect and receive employer contributions and they shall have the power to do all things necessary to collect and receive the contributions due to the Trust under the terms of the collective bargaining agreement, including the institution and prosecution or the intervention in any proceeding at law, equity or in bankruptcy and shall have the right to collect all sums due and owing to the Trust from all persons whatsoever. To the extent permitted by law, the Trustees shall have the power to compromise, settle or release claims or demands in favor of or against the Trust on such terms or conditions as the Trustees may deem desirable.

Section 9. If an employer contributor is

delinquent in his payments, and the Trustees file any suit to collect such delinquent contributions, said employer contributor shall pay reasonable expenses including attorney fees incurred by the Trustees in the collection of said delinquent contributions.

Section 10. If an Employer is delinquent on three occasions within any twelve month period, the Board of Trustees may establish an alternate day of the month as that Employer's delinquent date, or may establish an alternate payment schedule for contributions due hereunder that the Trustee's in their sole discretion believe are appropriate.

Section 11. The Trustees shall have the authority to adopt rules by the terms of which refunds of contributions may be made to a participating employer or employee where the employer or the employee has paid such contributions in error, provided that employer refunds shall be made only as permitted by Section 403(c) of the Employee Retirement Income Security Act of 1974.

#### ARTICLE IV

##### BOARD OF TRUSTEES

Section 1. The Trust Fund shall be administered by a Board of Trustees which shall consist of six (6) Trustees. Three (3) Union Trustees shall be nominated and elected by majority vote of the participating labor organizations and three (3) Employer Trustees shall be nominated and elected by majority vote of National Electrical Contractor Association chapters

bargaining agreement exists which provides for contributions to be made to the Trust Fund hereunder, provided, however, that the duration of this Trust shall not exceed the duration under which any such Trust might lawfully exist under any applicable law or statute.

Section 3. This Agreement and Declaration of Trust may be terminated by majority vote of the Employer Associations and concurrent majority vote of the Participating Labor Organizations at any time, provided said termination complies with the requirements of ERISA.

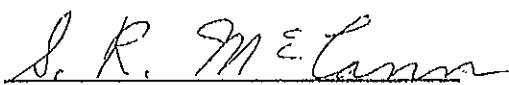
Section 4. In the event of termination, then the Trustees, after accounting for any and all funds and property remaining in the Trust and after payment of or making adequate provisions for all liabilities relating to or effecting this Trust, shall use the balance of the assets of the Trust, if any, remaining for the purpose of continuing the benefits herein provided for, and they shall adopt a plan or procedure for the fair and orderly administration of said remaining trust assets to accomplish such objective.

Thereafter, the Trustees shall be discharged of their duties and no longer responsible under this Trust Agreement.

IN WITNESS WHEREOF, on behalf of participating NECA Chapters and participating IBEW Locals their agreed upon agents have executed this Agreement and Declaration of Trust as of the day and year first above written.

NATIONAL ELECTRICAL CONTRACTORS ASSOCIATIONS on behalf of participating Chapters

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS on behalf of Local Unions



The undersigned Trustees who have been appointed pursuant to this Trust Agreement agree to act under and be subject to all the terms and conditions of said Agreement and Declaration of Trust, including the responsibilities imposed upon trustees under ERISA, and any other applicable state or federal law. The undersinged hereby declare that they hold the Trust Fund created by said Agreement and Declaration of Trust in trust for the uses and purposes set forth in said Agreement.

EMPLOYER TRUSTEES



MICHAEL GELLER

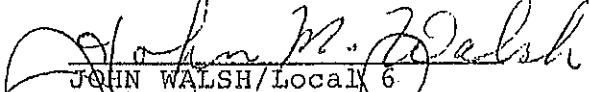


PATRICK S. D'ANTONI



PETER MARANA

UNION TRUSTEES



JOHN M. WALSH/Local 6



JOHN LOU REID/Local 595



DAN RHODES/Local 332

**IBEW/NECA TRUST FUNDS  
LIQUIDATED DAMAGES REVIEW  
AND ASSESSMENT OF COST OF COLLECTION  
(CURRENT COLLECTION PROCEDURE)**

IBEW/NECA Trust Funds have a unified collection policy and procedure whereby all the contributions due to the Trust Funds are submitted on a single transmittal and collection is pursued for all the amounts due on that transmittal. Payments are due on the 15th of the month, and if they are not postmarked by the 15th, liquidated damages of 10% are assessed.

The IBEW/NECA Trust Funds have a detailed collection policy and procedure. Pursuant to that procedure, the administrative office is required to take immediate action on delinquent contributions. By the 30th of the month, or the date of the trust meeting which is generally the fourth Thursday of the month, a delinquency list must be prepared and sent to the union, the collection attorney. In addition, the administrator contacts the collection attorney and the union office to go over the delinquent contributions. Immediately following the trust meeting, or by the 30th of the month, any delinquent contractors who have not paid are turned over to the collection attorney.

The Trust Funds have a policy for allowing a waiver or reduction of liquidated damages. The Trustees have the discretion to waive all or a portion of liquidated damages based on a waiver request of the employer. The Trust Funds have a written policy of automatically waiving liquidated damages one time in a 12 month period for every employer. In addition, other reasons for waiving or reducing liquidated damages are taken on a case-by-case basis by the Trustees.

The Trust Funds also have a payroll audit policy whereby all companies are audited on a random basis over a five year period. A copy of the collection policy is attached to this evaluation.

**EVALUATION OF COLLECTION COSTS  
(Administrative Offices)**

The Trustees of the Trust Funds requested that the administrative office, in conjunction with the attorney, the auditor, and the local union, evaluate the collection costs and time spent in collecting delinquent contributions for the Trust Funds.

Liquidated damages are assessed for any payments postmarked after the 15th of the month because it is necessary for the administrative office to distribute credits to all the employees and close the books by the end of the month. A delay of even one contractor can result in a delay of closing and additional costs and time spent by the administrative office.

The following actions on delinquent accounts are taken by the administrative office every month:

1. The delinquency list is prepared and distributed to the parties pursuant to the collection report.
2. The administrative office calls the union to make sure the contractors on the delinquency list have employees.
3. The administrative office contacts the attorney to go over the final delinquency list prior to sending it to the parties involved.
4. After the delinquent employers are contacted by phone to determine what the problem is regarding their delinquent payment, liquidated damages are calculated and a liquidated damages list is prepared.
5. Delinquent letters are sent to all employers who have not paid by the close of the books.
6. Liquidated damage letters are sent to all contractors who's reports were postmarked after the 15th of the month.

**HEALTH AND WELFARE.** Late payment of trust fund contributions may result in the following extra work and damages related to the processing of health and welfare payments and eligibility.

1. Employees lose their health care coverage.
2. Health care claims are denied due to loss of eligibility.
3. Often participants who lose benefits for health and welfare are forced to cancel appointments which can never be recouped because of late payments.

4. The union office and the trust fund office both have to field telephone calls from providers, emergency room hospitals, and pharmacies regarding eligibility questions for health and welfare.

5. Health and welfare claims have to be processed retroactively when the payments are received.

6. Eligibility tapes sent to pharmacies and providers must be revised when late payments are received.

7. COBRA letters must be sent to participants who have lost benefits because a contractor has not paid.

The time spent on activities directly related to loss of coverage increases dramatically with the greater the amount of the delinquency and the number of participants involved.

In regards to health care eligibility, the more employees the delinquent contractor has, the more time spent fielding eligibility calls and concerns from both providers and participants.

**Estimated time and damages:** The processing of the unified transmittals and the processing of health care eligibility are handled by the same division of the administrative office for the Trust Funds. Currently the administrator employees three full time employees to handle this aspect of trust fund operations for IBEW/NECA Trust Funds. The full time Customer Relations Employee fields all phone calls from employees regarding lost eligibility, lost COBRA coverage, delays in sending reciprocity checks, and provider phone calls related to late eligibility information. She spends approximately 80% of her time (135 hours per month) resolving problems or fielding phone calls which were caused by late payments of contributions. The employee handling the clerical work spends an average of four hours per month handling to delinquent correspondence and other clerical work. The data processing clerk spend an average of three hours per month on work related to late or delinquent payments of contributions.

**Total estimated time spent by administrative office: Average 142 hours per month**

**PENSION PLAN.** Late payment of trust fund contributions may result in the following extra work and damages by the Pension Department.

1. The pension plan cannot credit pension benefits.
2. Participants lost interest on delinquent contributions not deposited to trust funds.
3. Pension technicians are unable to calculate benefits for participants who apply for retirement during the delinquency.
4. Pension contributions must be charged retroactively, including lost interest which results in considerable additional work by the administrative office.
5. Credits for vesting and benefits must be calculated when late payments are received.

**ESTIMATION OF TIME SPENT.** These costs are directly related to the number of employees and the size of the delinquency. As the number of employees not receiving pension benefits increases, the number of phone calls, explanations, and work increases proportionately.

Estimated Time Spent: 1 - 2 hours per month, depending on delinquency.

#### **EVALUATION OF COLLECTION COSTS (BOARD OF TRUSTEES).**

The Board of Trustees spends time at every meeting dealing with delinquencies. The larger the delinquency, the more time the Trustees spend at the meeting. Collection reports are made for each meeting, and actions taken on these delinquencies regarding collections, waiver of liquidated damages, etc. Union Trustees must field calls from members and work with collection attorney and administrative office to determine amount of delinquency, etc. For large delinquencies, a collection subcommittee may be needed to address the problem involved. The union office and labor trustees must field calls from employees and assist in obtaining lien and stop notice information for those months.

Estimated Time Spent: Average two hours per month

**EVALUATION OF COLLECTION COSTS**  
**(Attorney)**

The collection policy requires that the collection attorney be involved with the delinquency within 10 days after payment is not received. The collection attorney takes the following action on a monthly basis.

1. Receives a copy of the collection delinquency list, prepares a delinquency report for the Board of Trustees.
2. Attends trust meetings for a review of the delinquent contractors.
3. Sends demand letters to the delinquent contractor.
4. Makes phone calls to the delinquent contractor.
5. Works directly with the union regarding delinquencies.

Often delinquent contractors are delinquent because they do not have the money to make payment and other avenues of collection rather than filing an ERISA complaint in federal court must be made. These include,

1. Making arrangements for joint checks, filing liens and stop notices.
2. Contacts the union and employees for payroll information and locations where they were working.
3. Notifies the employees of the delinquency and requests job site information. This information must be processed, amounts due on each job calculated.
4. File mechanic's liens and stop notices, complaints in state court. (Liquidated damages, attorney's fees and costs are not collectable from these third party payers).

Estimated Time Spent at \$175.00 per hour: Average on all collections 10 to 15 hours per month.

## **EVALUATION OF COLLECTION COSTS (Auditor)**

**AUDIT PROCEDURES.** The Trust Funds have a unified audit procedure which involves auditing all of the contractors over a five year period. If the audits do not show any discrepancy, no action is taken and the audit cost is borne by the Trust Fund. The audit procedure is instituted to insure correct payment. The Trustees and the auditor spend considerable time performing the audits, reviewing the audit decisions before any delinquencies found in the audit are turned over to the attorney for collection. These costs are not recouped.

Estimated Costs: \$8,900.00 per year - average over five years

The above are only part of the expenses incurred by the Trust Funds in collecting delinquent contributions. These costs are very difficult to quantify as they vary substantially from delinquency to delinquency.

**INDIRECT COSTS.** In addition to the above costs, there are other indirect costs which are even more difficult if not impossible to quantify. For example,

1. Employers that pay on time are penalized by employers who chronically make delinquent payments and use the trust funds' assets to their benefit.
2. Without liquidated damages there would be no incentive for employers to pay on time. This would result in increased chronic late payers, lost interest to the trust funds, and additional time spent by the administrative office, trustees and attorney as described above.
3. If more than one or two large employers are delinquent in any one month, it can seriously jeopardize the ability of the administrative office to function at all; to close out the books, and adequately credit all the employees' hours. This may result in additional overtime work and could jeopardize the payment of employee benefits to the employees.

## **TRUSTEES' RECOMMENDATIONS**

## COLLECTION PROCEDURES

### SOUND AND COMMUNICATIONS HEALTH AND WELFARE TRUST FUND

#### I. DELINQUENCIES

##### A. Delinquency Procedures of the Administrator

1. All reports from participating contractors are due and payable by the 15th of the month, all reports postmarked after the 15th of each month are considered delinquent and will be charged liquidated damages by the Trust.

a. On the 20th of each month the Administrator (UAS) will run a delinquency list.

b. On the 20th of each month all delinquent employers will be sent a reminder notice from this office.

c. As employer transmittals are received cross them off the list.

2. On the 25th of each month a final delinquent list will be run. The following copies will be distributed as shown below:

- a. Union Office
- b. Attorney
- c. Original Keep in this Office

3. On the 25th of each month delinquency letters will be sent to all employers still showing delinquent on the delinquency list giving them ten days to make payment. Seven days after delinquency notices go out the administrative office will review the delinquency list for payments and notify Attorney of all contractors still delinquent.

4. On the Monday preceding the Trust Meeting the Administrator will phone the Union and go over the final delinquent list.

5. On the day of the Trust Meeting the delinquent list will be updated as much as possible between the Union and this office.

6. The day of the Trust Meeting the Collection Attorney will proceed with collections on those employers on the delinquency list.

##### B. Collection Procedures of Attorney

1. The Collection Attorney shall begin collection procedures on all delinquent accounts still outstanding ten days after notice is sent from the administrative office to the delinquent contractor. The collection attorney shall send a demand letter within three days of notification of the administrative office of

the delinquent contractors. This letter shall request payment within ten days.

2. In the event contributions are unpaid ten days after the correspondence from the Collection Attorney, the Collection Attorney shall explore available avenues of collection, including stop notices, mechanic's liens, notification of bonding companies (contractor's licensing bonds, miscellaneous indemnity bonds, public works bond, and Miller Acts Bonds) in addition to filing suit against the contractor.

3. Since the contractor's licensing bond has liability of up to \$3,000 for fringe benefit defaults, and becomes liable only after miscellaneous indemnity bonds have been exhausted, the Collection Attorney may refrain from notifying the contractor's licensing bond of the delinquency if it appears collection will be made from other sources. However, since there is a six month claim period for notifying the contractor's licensing bond, the Collection Attorney shall notify the contractor's license bond no later than four months after the delinquency has occurred, unless collection has been made from other sources. Collection Attorney may refrain from pursuing claims on contractor's license bond pending a Supreme Court decision in the El Capitan case.

## II. LIQUIDATED DAMAGES

### A. Liquidated Damages Procedures of the Administrator

1. Liquidated damages are assessed on transmittals postmarked after the 15th of each month. Attach the envelopes to the back of the delinquent transmittal. By the 30th of each month the Administrator will send out liquidated damage billings to these employers. This letter will inform the employer of their right to request a waiver. At this time a list will be typed of outstanding liquidated damages still owed the Trust.

a. The list of outstanding Liquidated Damages will be sent to:

Attorney  
Original Kept in this Office

b. The outstanding liquidated damages list shall contain the names of all employers who have been assessed liquidated damages and have not paid the amount due or have not requested a waiver. The contractors on this list who owe liquidated damages of over \$500 will be turned over to the attorney for collection pursuant to Section B.

c. Contractors who have outstanding balances of liquidated damages under \$500 will remain on the list for a 12 month period. If the contractor incurs no more liquidated damages in that 12 month period their name and amounts owed will be removed from the list.

d. If a contractor has a second late payment in a 12 month period and the amount owed is in excess of \$500 it will be turned over to the Attorney for collection. If the amount is still not in excess of \$500 the Board of Trustees will decide what action to take.

e. A letter will be sent to the union of liquidated damages charged for the current month.

f. Liquidated damages are assessed as follows:

(i) On the following funds: Welfare, Pension, Apprenticeship Training - 10% per fund.

(ii) Minimum charge is \$20 per fund or 10% whichever is greater or \$60 minimum charge.

#### D. Liquidated Damages Procedure of Attorney

1. If liquidated damages are not received within ten days from receipt of the Administrator's letter, or if no waiver request as defined in Section 2 is received, the Collection Attorney shall be immediately advised and a demand letter will be sent from the Collection Attorney's office requesting payment within ten days. If there is no response within ten days the Collection Attorney may send a second demand letter via certified mail.

2. The employer has a right to make a written request that liquidated damages be waived. The Trustees have the power to waive or reduce liquidated damages. Generally, the trustees will waive one late payment in a 12 month period. In the event that a contractor is delinquent or late in paying their fringe benefits more than one time in a 12 month period, the trustees may require the contractor to post a fringe benefit bond (minimum amount of \$10,000) in addition to paying all liquidated damages due.

3. If no waiver request is received, or if the trustees decide that the liquidated damages are due and owing, the Collection Attorney may be authorized to proceed with collection as set out in Section 1. Generally, liquidated damages in amounts under \$500 are not pursued by the Collection Attorney beyond sending the initial demand letters. Liquidated damages in excess of \$500 are pursued under the guidelines for collection set out in Section I.B.

#### III. NSF CHECKS

A. If a check for employee benefit contributions is returned by the bank for insufficient funds the following action shall be taken. The Administrative Office shall immediately call the employer and inform them that they will be required to submit a certified check to the Administrator's office within 24 hours. This phone call should be immediately followed by a letter to the contractor so stating. If the check is not received within 24

hours the attorney will be notified.

B. The Collection Attorney will immediately notify the contractor that the collection on the NSF check has been turned over to their office and that a certified check will be required within 24 hours. If the check is still not received the attorney will proceed with the collection procedures as outlined in Section 1.B.

#### IV. AUDIT PROCEDURES

A. Upon completion of the payroll audit the auditor shall send a copy of the completed audit to the contractor, Labor (Bruce Baxter), Management (Tom Barrow), the Administrator (\_\_\_\_\_) and the Collection Attorney (Sue Campbell). Within 15 days of receipt of the audit Labor and Management should notify the Administrator that 1) the audit appears to be correct and to proceed with collection of the amounts owed as indicated by the audit, or 2) there are substantial discrepancies in the audit and that further investigation should be taken before a demand for payment is made. If the Administrator receives no response from Labor and Management within 15 days, the Administrator shall notify both Labor and Management in writing that since he has had no response he assumes that the audit is correct and will be requesting the amount stated on the audit as due and owing.

B. If the audit appears to be correct and is approved by Labor and Management or if there has been no response from Labor and Management as described above, the Administrator shall send a courteous demand letter to the employer with a copy of the audit stating the amount due and requesting payment within ten days, or a response explaining why the contractor feels the amount due is in error.

C. In the event that the employer does not remit monies due within the time prescribed or reply appropriately as to discrepancies, a demand letter shall be sent from the Collection Attorney advising the employer that suit will be filed unless the amount requested on the audit is paid.

D. In the event that the employer fails to respond to the attorney's request for payment of the amounts due on the audit, or fails to submit a written statement as to why they believe the amount is incorrect, collection will proceed as outlined in Section 1. Action against the contractor's license bond and fringe benefit bond will not be taken without prior authorization from trustees.

E. If the employer responds in writing challenging the amount due on the audit and if the audit shows substantial discrepancies which need further investigation, or there appears to be a contract violation regarding fringe benefits the Trustees shall be notified of the discrepancies and shall make a decision within 90 days as to what action should be taken.